

# **Rules and Regulations for Deposit Accounts**





All Accounts are subject to these rules and regulations, related account agreements and/or authorizing documents executed by the Depositor. By opening the Account, you agree to be bound by these rules and regulations and that the rules and regulations will continue to govern your Account and your relationship with us even after your Account is closed. You acknowledge and agree that the relationship between you and the Bank created by the opening of an Account is of debtor and creditor and that the Bank is not in any way acting as a fiduciary for you or your benefit and that no special relationship exists between you and the Bank.

When the laws governing your Account require the Bank to provide you written advance notification of a change to the rules and regulations, the Bank will provide such notice through a letter, account statement message or other written or electronic notice. Unless otherwise prohibited or required by applicable law or regulation, the Bank may change from time to time other provisions of these rules and regulations with or without notice.

When these rules and regulations change, a copy of the revised rules and regulations will be available at any office of the Bank or on the Bank's website at [www.suntrust.com/rulesandregulations](http://www.suntrust.com/rulesandregulations). Unless specifically stated herein, the Account is subject to the law of the state where your account is located. The Bank determines where your Account is located as follows:

- If you opened your Account in person, it is located in the state where you opened it;
- If you opened your Account by telephone, mail, online or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state;
- But if you resided anywhere other than a state where the bank has a branch office, your account is located in North Carolina and the applicable state law will be North Carolina.

If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. Additionally, the Account is subject to the Uniform Commercial Code, except as specifically amended herein, applicable Federal laws and regulations, and Federal Reserve and clearing house rules and procedures in effect from time to time.

If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. Additionally, the Account is subject to the Uniform Commercial Code, except as specifically amended herein, applicable Federal laws and regulations, and Federal Reserve and clearing house rules and procedures in effect from time to time.

These rules and regulations constitute a contract and agreement between you and the Bank. This current version of these rules and regulations supersedes all prior versions, discussions and agreements and contains the terms governing your Account. By continuing to maintain your Account, you agree to be bound by and to follow these terms in any and all future actions and transactions. These rules and regulations cannot be changed or modified orally.

This agreement is for the benefit of, and may be enforced only by, you and the Bank and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

If SunTrust waives any provision of this agreement at any time, the waiver applies only in the specific instance or transaction at issue and not to any future situation or transaction or to any other provisions.

A determination that any part of this agreement is invalid or unenforceable will not affect the remainder of this agreement.

**PLEASE REVIEW THE ARBITRATION AGREEMENT IN ITS ENTIRETY WHICH BEGINS ON PAGE 30 OF THESE RULES AND REGULATIONS.**

Retain these rules and regulations for your records.

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## GENERAL TERMS AND DEFINITIONS

**“Account”** refers to any and all deposit accounts maintained by you with SunTrust, individually or collectively, including those set forth below. The Account is deemed **“opened”** when Account documentation has been properly completed and accepted by the Bank and the opening deposit has been accepted by the Bank. An additional Account opened for an existing Depositor will be deemed **“opened”** when the opening deposit has been accepted by the Bank.

**“Authorized Signers”** means all **“Depositors”** or duly appointed agents as shown on the Bank signature card, Account opening documents or associated resolutions, or Account authorization agreements.

**“Available Balance”** refers to the money in your checking or savings account that is currently available to you to make purchases, withdrawals, etc. The available balance reflects any processed and pending transactions, and any holds. It does **not** include any checks you have written that have not posted. (Checks are processed during the nightly posting and will be reflected the next day.) This balance is **updated throughout the day** with transactions you make. For more information about how your available balance is calculated and when/how overdraft fees may be assessed, please visit <https://www.suntrust.com/facts-about-banking>.

**“Bank”** also referred to as **“we,” “us”** or **“our”** means SunTrust Bank and/or any of its offices or branches.

**“Check Safekeeping”** or **“Check Truncation”** means Bank will not return canceled checks in the Account statement.

**“Collected Balance”** refers to the collection of non-cash items (checks) deposited by you. The Bank will rely on the Federal Reserve Bank’s availability schedules to determine when credit for non-cash items has been received. (Credit from the Federal Reserve does not mean that the item may not be returned at a later date.)

**“Communication”** means any customer agreements, amendments, disclosures, notices, our responses to your claims, transaction history, privacy policies and all other information related to the Account, product or service, including but not limited to, information that we are required by law to provide to you in writing.

**“Checking Account”** means a demand deposit Account subject to withdrawal by check or other means as authorized by the Bank.

**“Depositor”** also referred to as **“you”** or **“your”** means the owner of the Account and each person who signs the signature card for the Account or is referenced on the Bank’s records as an **owner** of the Account. Each Depositor is jointly and severally liable for all charges to the Account, including overdrafts, even if the Depositor did not participate in the transaction which resulted in the charge.

**“Electronic check conversion”** is a process in which your Personal Account check is used as a source of information for the check number, bank Routing/Transit number and account number. The information is then used to make a one-time electronic payment from your Account or an “electronic fund transfer” from your Account.

**“Money Market Account (MMA)”**, which includes money market deposit and IRA accounts, means an Account that may be interest-bearing and is subject to limited negotiable order of withdrawal or by other means authorized by Bank, for which we reserve the right to require seven days’ written notice of an intended withdrawal of all or any part of the balance in such Account.

**“NOW Account”** (Negotiable Order of Withdrawal Account), which includes interest checking accounts, means an Account that may be interest-bearing and is subject to negotiable order of withdrawal or by other means authorized by the Bank, for which we reserve the

right to require seven days' written notice of an intended withdrawal of all or any part of the balance in such Account.

**"Savings Account"** means an interest-bearing Account for which the Bank reserves the right to require seven days' written notice prior to withdrawal or transfer of all or any part of the balance in such Account. Savings Accounts do not have check-writing privileges.

**"Statement Period"** refers to the time period covered under the statement as established by the Bank according to the type of Account. Monthly statements cover an approximate period of 30 days; quarterly statements cover an approximate period of 90 days.

**"Substitute Check"** also referred to as **"Image Replacement Document (IRD)"** is a negotiable item and is used as a replacement of the paper check within a financial institution or between financial institutions. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." (You may use a substitute check as proof of payment just like the original check.)

**"SunTrust"** means Bank and its SunTrust affiliates including but not limited to SunTrust Investment Services, Inc., SunTrust Robinson Humphrey, SunTrust Mortgage, Inc., and GenSpring Holdings, Inc.

**"Time Deposit"** means a deposit from which the Depositor may not make withdrawals of all or any part of the balance within six days after the date of deposit unless the deposit is subject to an early withdrawal penalty of at least seven days' simple interest on amounts withdrawn within the first six days after deposit. Further, Bank requires that you maintain your Time Deposit through the agreed upon term and any withdrawals of the balance in whole or in part will cause you to incur an early withdrawal penalty as disclosed in the section entitled Specific Rules for Time Deposits and Money Markets, under the sub-heading Early Withdrawal Penalties. A Time Deposit may be represented by a Certificate of Deposit (CD), a Savings Certificate (CD) or reflected on the books of the Bank.

Use of the term "including" means including, but not limited to.

*The manner in which the Depositor opens the Account indicates the Depositor's ownership rights in the Account. The Bank distinguishes between personal purpose and business purpose accounts. Depositor agrees to provide the Bank with the necessary documentation to establish the Depositor's authority to open a particular Account. The definitions of Account or ownership styles outlined in this section are not meant to be all inclusive and additional Accounts or styles may be offered by the Bank. The Bank, in its sole discretion, shall not be required to open a particular Account type or style.*

## **Personal Accounts**

**"A Minor By Account" (AMB)"** is an Account which is owned by a minor, but withdrawals from the Account may only be made by the adult named in the account title. You agree that upon reaching the age of majority, the funds may be transferred to the minor without the consent of the designated adult on the Account.

**"Convenience Account"** is a Florida Account, excluding a Certificate of Deposit per Florida law, which is owned by **one** Depositor referred to as the **Principal**, who has designated an agent(s) who has the right to deposit and withdraw funds from or draw checks on the Account. The designation of an agent, the substitution or removal of an agent, or any other change in the contractual terms or provisions governing a Convenience Account may be made only by the **Principal**. The agency relationship created under this Account is not affected by the subsequent death or incompetence of the Principal until the Bank is notified in writing in such time and manner as to afford the Bank a reasonable

opportunity to act on the notification. If the Principal is placed under a guardianship, the Account is transferred to the guardian. The Account is treated as an individual account with no joint rights of survivorship. Upon notification of the death of the Principal, the agent's authority is terminated.

**"Individual Account"** is an Account which is owned by one individual. Upon the death of such individual, the Account will belong to the Depositor's estate and will be administered by the person designated or appointed by court order.

**"Individual Retirement Account" (IRA)** is an Account in which assets are held by the Bank as Custodian under the Bank's Individual Retirement Account Plan and established in the Depositor's own name. Regulations governing IRAs do not allow an IRA to be established as part of the Depositor's "living trust."

**"Joint Account,"** also referred to as "Joint Account with Survivorship," is an Account which is owned by two or more individuals as joint tenants with right of survivorship and not as "tenants in common" or "tenants by the entirety." Upon the death of one of the joint owners, the Account will belong to the surviving joint owner or joint owners. Use of the word "and" between the names of the owners in the account title does not mean that multiple signatures are required for checks or withdrawals drawn on the Joint Account. Each joint owner on a Joint Account may withdraw, by any means we make available, any or all of the funds on deposit, close the Account, perform maintenance on the Account, enter into special agreements regarding the Account including overdraft protection transfer agreements, and stop payment on any check or draft drawn on the Account. Each joint owner guarantees the signatures of the other joint owners and authorizes the other joint owners to endorse checks for deposit if they are payable to any of the joint owners. Each joint owner also authorizes the Bank to exercise its right of offset (setoff) and enforce SunTrust's security interest in the entire Joint Account, even though only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the Joint Account. Similarly, we can enforce overdraft liability in the Joint Account against any joint owner individually. Garnishments against any joint owners are subject to the Bank's right of offset and security interest. The Bank within its sole discretion may not recognize an agent authorized to act on behalf of one of the Depositors without the consent of the other Joint Account holder(s). Any such authorization will be in a form acceptable to or provided by us and will remain in effect until written notice of cancellation is received from any Depositor of the Joint Account and the Bank has a reasonable opportunity to act upon it. Notice provided by us to any one joint owner shall be deemed notice to all joint owners.

You are not permitted to change the account ownership to anything other than a "joint tenants with right of survivorship," including "tenants by the entirety" or "tenants in common" without the Bank's approval. We will treat all Joint Accounts, unless otherwise indicated on the Bank's records, as "joint tenants with right of survivorship" for all purposes, including, but not limited to writs, levies, setoffs, and determination of ownership upon death.

**"Joint Account-No Survivorship"** is an Account owned by two or more individuals and opened in one of the following states, which permits the owners to elect no rights of survivorship on their Joint Account. For accounts established in Arkansas, North Carolina, Virginia, Maryland and District of Columbia, upon the death of any one of the owners, the deceased owner's share is passed to his estate, trust, or pursuant to state intestacy law when proof of qualification acceptable to us is received. To exercise the option to elect no rights of survivorship on your Account, you must notify us in writing and complete our required documentation.



**“Joint Tenants by the Entirety Account”** is a joint account held by two legally married partners together and as recognized by applicable state law where the Account is opened. For signature withdrawal purposes, the title of the Account will reflect the connector “or” between the names of the two legally married partners. Upon the death of one of the legally married partner owners, the Account will belong to the surviving legally married partner owner. Each owner may withdraw, by any means we make available, any or all of the funds on deposit, close the Account, enter into special agreements regarding the Account including overdraft protection transfer agreements, and stop payment on any check or draft drawn on the Account. Each owner guarantees the signatures of the other owner and authorizes the other owner to endorse checks for deposit if they are payable to any of the owners. Each owner also authorizes the Bank to exercise its right of offset (setoff) and enforce SunTrust’s security interest in the entire Account, even though only one of the owners is the debtor; these rights exist irrespective of who contributed funds to the Account. Similarly, we can enforce overdraft liability in the Account against any owner individually.

**“Payable on Death (POD) Account,”** also referred to as “In Trust For” (ITF) is an Account in which one or more Account owners (also referred to as Depositors) may designate one or more beneficiaries to receive the Account’s funds upon the death of the Account owner or last surviving co-owner. During the lifetime of the Account owner, the owner may close the Account, remove or add a beneficiary, change the account type or account ownership, and withdraw all or a part of the Account’s balance. A POD or ITF Account is governed by the applicable laws of the State in which the Account is opened. Payment of the funds shall be in accordance with Bank’s Pay on Death Supplemental Agreement and applicable State law. A POD or ITF Account may be alternatively described in the account documentation as “payable on death”, “POD”, “in trust for”, “ITF”, “as trustee for”, “ATF”, “transfer on death” “TOD”, a “Totten Trust” or otherwise.

**“Personal Agency Account”** is a North Carolina Account, established by one Depositor referred to as the Principal, under the provisions of North Carolina General Statutes 53C-6-8, who names an agent to act on behalf of the Depositor. The agent has the authority to make, sign or execute checks drawn on the Account or otherwise make withdrawals from the Account; endorse checks made payable to the Principal for deposit only into the Account; and deposit cash or negotiable instruments, including instruments endorsed by the Principal, into the Account. The designation of an agent, the substitution or removal of an agent, or any other change in the contractual terms or provisions governing a Personal Agency Account may be made only by the **Principal**. The Principal may elect to extend the agent’s authority to not be affected by the subsequent incapacity or mental incompetence of the Principal. If the Principal is placed under a guardianship, the Account is transferred to the guardian. The Account is treated as an individual account with no rights of survivorship. Upon the death of the Principal, the agent’s authority under the provisions of the Account is terminated.

**“Trust Account”** is an Account opened under a valid, written agreement or will which creates a trust that performs transactions through its Trustee or Co-Trustees.

**“Uniform Transfers to Minors Act Account” (UTMA)** is an Account opened for a minor beneficiary by a **Custodian** in accordance with the Uniform Transfers to Minors Act of the state in which the Account is established (the “Act”). The minor’s taxpayer identification number is used on the Account. Withdrawals from the Account may only be made by the **Custodian**. The **Custodian** agrees when the minor attains the age of majority under the Act

to distribute the Account to the minor. The Act provides that a UTMA may only be established for the benefit of a **single minor**. The Bank reserves the right to limit the Account to one Custodian.

## **Business/Corporate Accounts**

**“Benefit Trust Account”** (sometimes referred to as a “tragedy trust Account”) is a Florida Account opened under a properly established trust agreement, which indicates that the purpose of the trust is to solicit contributions on behalf of an individual as provided for by the **Solicitation of Contributions Act**. (The Act requires full, public disclosure of the identity of persons soliciting contributions and purposes for which such contributions are solicited.)

**“Corporation Account”** means an Account owned by a corporation, which performs transactions through its officers.

**“Debtor in Possession Account”** is an Account opened pursuant to an order for relief from the court under Chapters 11, 12 and 13 of the Bankruptcy Code.

**“Escrow Account”** is an Account opened by attorneys, brokers, realtors or agents for the purpose of holding funds in escrow (trust) for their clients.

**“Estate Account”** is an Account opened by the personal representative, executor, or administrator appointed by court order to manage the estate of a deceased person.

**“Guardianship Account”** (non-restricted guardianship) is an Account established pursuant to state law from which an individual who has been appointed by the court as the guardian of the property of a ward is permitted to make withdrawals without a court order.

**“Depository Guardianship or Asset Account”** (a restricted guardianship) is an Account established pursuant to state law from which the guardian of the property of a ward may only make withdrawals by order of the court.

**“Limited Liability Company Account”** is an Account for a limited liability company, which is owned by its members and managed by those members, a manager, or a board, as designated in the company’s operating agreement or articles of organization.

**“Partnership Account”** is an Account for an unincorporated business owned by two or more individuals or entities referred to as partners. The partners may designate Additional Signatories and such authority is revoked upon the Bank’s receipt of notification of the dissolution of the partnership.

**“Public Funds Account”** is an Account owned by a U. S. government agency, a State, a County, a local government or any political subdivisions thereof, for which the Bank must pledge securities.

**“Receivership Account”** is an Account opened by a court-appointed receiver to manage the affairs of a designated person, **partnership or corporation**.

**“Sole Proprietorship Account”** is an Account for an unincorporated business owned by one proprietor or by two legally married partners. The proprietor (owner) may designate Additional Signatories and such authority is revoked upon the Bank’s receipt of notification of the proprietor’s (owner’s) death.

# GENERAL RULES FOR ALL DEPOSIT ACCOUNTS

## IRS Requirements

**Taxpayer Identification Number (TIN).** Internal Revenue Service (IRS) requires the Bank to obtain the taxpayer identification number (TIN) applicable to the Account. For individuals, this is your Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN); for legal entities, this is your Employer Identification Number (EIN). If you are a Sole Proprietor or a single-owner Limited Liability Company (LLC), you may use your SSN or EIN.

We require Depositors to certify under penalty of perjury that the TIN provided is correct and whether they are subject to backup withholding. For a savings account established for the benefit of a minor, the parent or legal guardian must certify the TIN for the minor or the account will be subject to backup withholding. This certification is completed on the Bank's signature card, a substitute W-9 or on IRS **Form W-9, Request for Taxpayer Identification Number and Certification**. If this information is not provided, we are required to withhold a percent of the interest earned on the Account, referred to as "backup withholding." If the W-9 documentation is not received and the account is on backup withholding, the amount withheld will not accrue interest. (Backup withholding does not apply to IRAs.) Additionally, the IRS may assess a fine for not complying with its requirements. We are also required to obtain a taxpayer identification number and certification on entities exempt from IRS reporting and withholding. To qualify for tax-exempt status, an organization must apply with IRS, unless it is already on IRS' list of tax-exempt organizations.

## Nonresident Aliens

For an Account to be classified as a "nonresident alien account," **all owners** of the Account must certify their foreign status at the time the Account is opened on a **Form W-8**. Nonresident aliens must **recertify** their foreign status every four years. If any owner does not certify their foreign status, we are required to withhold a percent of the interest earned on the Account. IRS requires a nonresident alien who has a U.S. mailing address on file with us and has presented government issued photo identification that is more than three years old to provide us an additional form of evidence of residence of a foreign country and a signed letter stating the reason a U.S. mailing address is on file and supporting the claim of foreign status. Such evidence is required when a new account is opened or foreign status is recertified.

## New Account Opening Identification Requirements

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, or when you are added to an existing account, we will ask for your name, permanent physical street address, Social Security Number or TIN, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, state ID, Passport, or other primary identification documents. If you are a nonresident alien, we will record your Passport number, the name of the country that issued the Passport and your foreign address. We will accept a post office box only as a mailing address.

In addition, Federal law also requires us to obtain, verify and record information about the beneficial ownership of Depositors that are legal entity customers. Therefore, we will also ask each legal entity customer to provide us with information and documentation about the legal entity customer's ultimate individual beneficial owners and any other person(s) with

significant responsibility for managing the legal entity customer and to execute such certifications or other documentation as we may require from time to time to comply with these Federal law requirements. Further, you agree to notify us immediately if there are any changes to the beneficial ownership information you have provided so we maintain the currency and accuracy of this information.

## **OFAC Compliance**

The Department of Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. SunTrust is required to comply with all OFAC sanctions, which may include rejecting or blocking transactions or funds of certain individuals and entities. Such restrictions may include transactions involving the government of or a citizen of Cuba or with the governments of or individuals or entities located in Iran, Sudan, North Korea, Syria, Cuba or other countries as designated by OFAC in the future. By opening an Account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC, including those restrictions specified listed in the previous sentence. In addition, you agree that if you (or another joint owner or authorized signer) are ever located within the countries of Iran, Sudan, North Korea, Syria or Cuba, you (or another joint owner or authorized signer) will not use, access or attempt to use or access any Account you have with SunTrust. You agree that SunTrust can freeze and/or reject any transaction it reasonably believes violates any of the OFAC sanctions programs or SunTrust policy or procedure. You acknowledge and agree that any transaction to or from your Account may be delayed or suspended and that a hold may be placed on your Account while a transaction is reviewed for possible violations of any of the OFAC sanctions programs and that SunTrust will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

## **Unlawful Transactions**

You certify that you will not use your Account or any Bank service for any illegal transactions or activity including but not limited to those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. Further, you represent and warrant that all transactions initiated or conducted by you are legal and not in violation of the Unlawful Internet Gambling Enforcement Act or any other law.

## **Agreement to Receive Electronic Communications**

We may provide all legal or regulatory Communications associated with your Account, including Communications about a change in the terms of your Account electronically, although you must complete a separate enrollment if you would like to stop receiving paper statements.

We may deliver the Communications to you electronically by any of the following methods: (a) via email to an address you have provided to us; or (b) via a wireless device you have designated; or (c) to the extent permissible by law, via a web site that we will generally designate in advance for such purpose; or (d) any other electronic means we have mutually agreed upon. Delivery of electronic Communications by any of these methods will be considered "in writing" and you agree that the electronic Communications have the same legal effect as written and signed paper communications. You agree to promptly notify us of any change in your contact information, such as your email address or mobile phone number. You may update your contact information by contacting us at 1-800-SUNTRUST.

You may withdraw your consent to receive electronic Communications by contacting us at 1-800-SUNTRUST.

You may obtain paper copies of the electronic Communications by calling us at 1-800-SUNTRUST.

The minimum system requirements to access and retain the electronic Communications are: an internet-enabled computer or telecommunications device with 128-bit encryption, sufficient storage capacity and software that enables you to view files in the Portable Document Format ("PDF").

## **Credit and Confidential Information**

**Privacy Policy.** Our privacy policy, which is provided at the time you open an account, is described in our publication, "The SunTrust Privacy Policy". For current privacy practices, you may access our website at [www.suntrust.com](http://www.suntrust.com) and select Privacy.

**Sharing Information.** To allow SunTrust to analyze your potential financial needs, or as part of the qualifying and maintenance process for Depositors, you authorize SunTrust, to the extent permitted under applicable law, to obtain information from credit reporting agencies, Early Warning Systems or similar agencies, as we deem necessary. You understand such information will be used by SunTrust for internal purposes only. Further, you authorize us to share with our SunTrust affiliates your non-public or confidential information for marketing or other purposes. If you do not wish us to share confidential information to SunTrust affiliates (referred to as "opting out" of information sharing), you can make that election by calling 1-800-432-9472 or accessing our website, [www.suntrust.com](http://www.suntrust.com), and selecting the Privacy section. You can also write to us at SunTrust Privacy Preferences, Post Office Box 305110, Mail Code 7685, Nashville, TN 37230-5110. Include your name as it appears on your Accounts, as well as your address, telephone number and last four digits of your Social Security or Taxpayer Identification number.

**Early Warning Systems and TeleCheck.** You agree that we may report information about your Account to Early Warning Systems, TeleCheck or other consumer reporting agencies. If we close your Account because we determine that you have handled the Account in an unsatisfactory manner or the Account had an overdrawn balance, which we charged off, you agree we may report this closure. Such reporting may adversely affect your ability to open an account at another financial institution or to write or negotiate checks at retailers/ merchants. For disputes regarding credit information provided by SunTrust to Early Warning Systems, Telecheck or other credit bureaus please send the dispute information to: SunTrust Bank PO BOX 26150 VA-RVW-9394, Richmond, VA 23286-8209.

## **Telephone Monitoring and Recording**

You agree that SunTrust may monitor and/or record any telephone conversation with you for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that SunTrust is not required to remind you before or during each telephone call that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law.

## **Signature Authorities**

The Bank accepts no liability with respect to an Account except to the Depositor, and shall not be liable to Depositor's officers, directors, stockholders, partners, joint venturers or other interested persons. The Bank will rely upon the **signature card, resolution** or other written **designation of Authorized Signers** on an Account until we have received written notice in a form acceptable to the Bank that the authority has been terminated and we have had a reasonable time to act upon the notice. Depositors referenced on the Bank's records as owners or

authorized officers designated to have such authority can add or remove authorized signers or additional signatories from the Account. If the authorized signers in your Account change, the Bank may continue to honor items and instructions given earlier by any previously authorized signer until we receive specific written notice from you not to do so and have had a reasonable amount of time to act. In such cases, we may require that you close the Account and open a new one or place stop payment orders to prevent transactions from occurring.

Each signer named on your signature card is authorized to endorse and deposit items payable to your Account, sign checks, drafts, items or other written orders and initiate wire transfers and execute Bank's Funds Transfer Authorization wire request form and disclosure, place and remove stop payment requests, and make withdrawals. The Bank does not, however, verify the signatures on every check paid against your Account, which is in accordance with industry standards and you agree that this is not a failure by the Bank to exercise ordinary care. When you receive your monthly statement, you should carefully and promptly examine it to verify that only authorized checks have been paid and/or that only authorized transactions have occurred. The Bank will not be liable if we refuse to honor any item that we believe, in our discretion, does not contain a genuine authorized signature.

**Signature Specimen.** You agree that the Bank may verify your signature through the signature card or a check or other document that bears your signature. We may use an automated process to obtain an image or sample of your signature from a check that bears your signature. If you create your own checks or obtain them from another source, and we cannot accurately verify your signature on a check by comparing the signature to a check posted to your Account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

**Agency and Fiduciary Accounts.** Any individual acting as an Agent, Guardian, Personal Representative, Trustee, Custodian or in some other fiduciary capacity must present the appropriate document(s) that support such authority or designation. The Bank has the right to review, accept and retain these documents on file. We are not liable for the misapplication of funds from your Account by your agent.

**Multiple Signatures.** The Bank does not offer accounts on which two or more signatures are required for a withdrawal of funds from your Account. Any attempt to include such requirement on your checks, signature card or other governing account documents will be for your internal purposes or controls only and will not be binding on the Bank. The Bank may pay checks, items, electronic debits, wires, debit card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the Account who are named on the signature card.

**Authorized Signatory.** The Bank may accept an individual as an additional authorized signer or signatory on an Account and consider this individual an agent for the owner and not as an owner of the Account. The designation of authorized signer or signatory will be made in a manner acceptable to the Bank.

**Power of Attorney.** The Bank may in its sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or withdraw funds from your Account or to supply endorsements on checks or any other items or to take any other action with respect to your Account.

If you wish to grant an individual power of attorney over your Account, we make available our SunTrust Specific Durable Power of Attorney, which is available at any SunTrust Branch location.

We may accept a non-SunTrust power of attorney form that we believe was executed by you and act on instructions we receive under that form without any liability to you. We may require the agent or attorney-in-fact to confirm in an affidavit that the power has not been revoked or terminated or that you are not deceased.

We may require that you register the power with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct.

We may require a separate form for each Account for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

The Bank within its discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s).

You agree to indemnify and hold SunTrust harmless for accepting and/or honoring any power of attorney, or copy thereof, which SunTrust accepts in good faith and believes is valid and authorized by you.

**Facsimile Signatures.** The Bank may refuse to accept a request from you to use a machine or ***“facsimile signature”*** on your Account. If we do agree, you must provide us with a specimen of any machine or facsimile signature and your name must be listed on the signature card for the Account. Regardless of whether you have provided a specimen of the facsimile signature, if you use a machine or facsimile signature, you are responsible for any check, draft, item or other written order when bearing or purporting to bear a machine or facsimile signature of any of the authorized signers, regardless of by whom or by what means the actual or purported machine or facsimile signature may have been affixed and, regardless of by whom or by what means the item was created. You assume all liability for and indemnify us from the unauthorized use of any machine or facsimile signature. If you use any type of machine or facsimile endorsement on any item, you agree that we may accept any future machine or facsimile endorsement on an item as your endorsement, regardless of by whom or by what means the actual or purported machine or facsimile endorsement may have been affixed.

**Bookkeepers.** In the event you authorize any third person, such as a bookkeeping service, an employee, or agent of yours, to retain possession of or prepare items or make deposits, issue payments, wires or other transfers, you agree to assume full responsibility for any errors or wrongdoing by such third person or any of its employees, including if the Bank should pay such items or allow the negotiation of any part of a deposit, including receiving any cash back. If you are a business, or you have someone write, issue, or mail your checks or to make deposits or the issuance of payments, wires or other transfers, you agree not to entrust the writing of checks or the issuance of payments, wires or other transfers and the reconciliation and review of account statements and notices to the same person. You agree that we may deny a claim for loss due to forged, altered or unauthorized checks, endorsements or unauthorized payments, wires or other transfers if you fail to follow these procedures.

**Lost or Stolen Items.** You should immediately report the theft or loss of any items imprinted with your Account number or name. We may require that you close the Account and open a new Account. If you fail to report such a theft or loss, you will assume full responsibility if the Bank should pay such items. The

Bank may pay items with a signature bearing any resemblance whatsoever to the Depositor's signature.

## Deposits and Withdrawals

**Deposit of Items.** You may make deposits in person, by mail, or by any other method we make available, such as our automated teller machines (ATMs). Business Clients may make deposits at our night depositories. We are not responsible for deposits made by mail, night depository or through a depository not staffed by the Bank's personnel until we actually receive the deposits and record the receipt of those deposits on our books and records. If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. We may require that certain government checks, insurance company items, or other instruments be endorsed by each of the payees. You agree to reimburse us for any loss or expense we incur because you fail to endorse an item exactly as it is drawn.

You agree that, without prior written approval from us, you will not knowingly deposit items into your Account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature. Without prior express written approval from us, you agree not to create and deposit substitute checks or image replacement documents. If you deposit such items without our written approval, you agree to be liable to us and agree to reimburse us for any losses or expense we may incur from your depositing such items. Amounts deposited will be credited on the *business day* the deposit is made. Items drawn on your Account and presented to us for payment may be charged against your Account effective the same *calendar date* the item is delivered to us for payment. If we receive an item on a weekend, holiday, or after the Bank's cutoff hour on a business day, the item is deemed to have been received on the Bank's next business day. If you make your deposit in person at the teller window, the business day of your deposit is indicated on the deposit receipt provided by the teller.

**Note:** Unless otherwise defined with respect to a specific context, the term **"business day"** as used throughout these rules, does not include any Federal holiday on which our banking offices are closed or any Saturday or Sunday, even if our offices are open. The hours of a **"business day"** usually run from 9 a.m. to 2 p.m. Monday through Friday at the branches/offices, unless posted otherwise. Our **earliest** business-day cutoff time at a banking office is 2:00 p.m. Later business-day cutoff times may apply in certain offices or locations. If you make your deposit after 7:00 a.m. at a SunTrust Bank night depository or after 9:00 p.m. ET at a SunTrust Bank ATM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

All deposits that you submit are subject to verification by SunTrust at its discretion. When SunTrust does verify a deposit, you agree to accept as final and conclusive our count of funds in the deposit. Solely at its discretion, SunTrust may instead rely on the total for the deposit that you provide on a deposit ticket, by entering it into an ATM, or otherwise. If there is a discrepancy between the total that you provide for the deposit and the actual amount of the deposit, you agree that SunTrust is entitled to rely on your total and is not liable to you when it does so. If SunTrust elects to make an adjustment to correct any such discrepancy, a deposit adjustment notice will be mailed for adjustments over \$10 on the day that the adjustment is made. Adjustments made under \$10 will only be reflected on your account statement as a deposit correction. A deposit correction fee may be assessed on adjustments made over \$10 as disclosed in the current fee



schedule. If any adjustment made by SunTrust is disputed, you may be asked to provide proof of the amount and/or of the items deposited and, without sufficient evidence, our count will be final. Coins that are not properly prepared for deposit and need to be counted will not be considered received for deposit until after coins have been counted and verified by SunTrust or its agent.

## **Courier or Messenger Services**

For any courier or messenger services we provide to you, you understand and agree (a) the courier or messenger is your agent and not an agent of the bank; (b) that deposits collected by the courier or messenger are received by the bank when the deposits have been delivered to a teller at the bank's premises or a location that is eligible and designated by the bank to receive deposits; (c) that negotiable instruments collected by the courier or messenger are paid at the bank when delivered to the courier or messenger; and (d) that transactions conducted by a courier or messenger service are not insured by the FDIC.

## **Cash Deposits**

Cash deposits and cash payments on consumer accounts will only be accepted from an account owner or an individual with authority to perform transactions on the account. This policy does not impact clients making cash deposits or cash payments to their own accounts, or to accounts on which they are authorized to transact. Identification will be required when requesting to make a consumer cash deposit or cash loan payment. This policy does not impact commercial/business accounts.

## **Night Deposit and Rapid Receipt Deposit Services**

Business clients only may utilize the night depositories located at SunTrust branches to make Night Deposits or Rapid Receipt Deposits, which may also be delivered to a commercial teller at a branch location. You grant full authority to your employees, agents, or representatives to deliver the deposits, receive receipts, additional bags and other documents and items from the Bank and we may act upon the instructions of these individuals in relation to these services. You agree that any titleholder or Authorized Signer reflected on the banking resolutions is authorized to designate, add, or delete the names of individuals who are authorized to receive or otherwise deal with the bags and their contents. We may require that such authorization be in a written form acceptable to us.

If you use a key to access the night depository, you agree to keep the key(s) secure and available only to authorized individuals. You are responsible for successfully placing the deposits in the depository and relocking the outer door of the depository. You agree to report any unusual conditions immediately to us at 1-800-SunTrust or to local law enforcement.

Deposits of currency, instruments and/or coin, along with a properly completed deposit ticket, must be delivered in disposable, tamper-evident bags meeting our specifications. Rapid Receipt deposits must be prepared utilizing a SunTrust double-pocket disposable, tamper-evident bag or similar bag meeting our specifications. You agree to prepare currency properly, including sorting by denomination and strapping in full packs of 100 bills, whenever possible. Account name and number must be clearly indicated on the outside of the bag along with itemized deposit information. Any unsealed, damaged or improperly tagged or labeled bags will be returned to you unprocessed.

Night Deposit bags will be processed by us and same-day provisional credit will be provided to your Account on the business day of processing. If you have previously arranged for us to not process the deposit or the deposit is in a locked bag for which

we do not have a key, you must retrieve the unprocessed bags during the hours the branch is open for business. If you request a receipt be produced for deposits, the receipt will be available for pickup at the branch location for one business day only following the date the deposit is processed. The receipt will be discarded if not picked up on that business day.

We will provide same-day provisional credit to your Account for Rapid Receipt Deposits delivered to a commercial teller on business days prior to the business-day cutoff, or such earlier time set by Bank at its discretion, referred to as the “deadline”. Cash enclosed in a Rapid Receipt Deposit or any deposit received by us in a double pocket disposable tamper-evident bag may not be immediately counted and verified and we shall have the right to count and verify the cash up to 48 hours after the time the Rapid Receipt Deposit is received and accepted by us. We will provide a receipt for each Rapid Receipt Deposit delivered to a commercial teller at a branch location. Although currency and coin included in the deposit may not be verified immediately, the receipt will reflect the total shown on the deposit ticket prepared by you.

Deposits made on a weekend, holiday, or after the Bank’s cutoff or established deadline, will be provisionally credited to the Account on the Bank’s next business day.

We will not be responsible for any loss or damage sustained by you in the use of the Night Deposit or Rapid Receipt Deposit services that results from an act, omission or act by your employee or by some other third party, or any cause beyond our control. We shall be responsible for loss or damage sustained by you in the use of these services only if such loss or damage is the result of our gross negligence or willful misconduct. In any event, we shall not be responsible for any special, consequential, indirect or punitive damages suffered by you or any third party in relation to these services even if we were aware of the possibility of such damages.

**Items with Multiple Endorsements.** When you deposit or negotiate an item made payable to or endorsed by another party(s), you guarantee and warrant that all endorsements are valid and that all necessary endorsements are included. In the event any such item is deposited or returned to us for any reason, you authorize us to place a hold on or debit your Account for the amount of the item and you agree to be responsible for the full amount of the item. We may require you to verify an endorsement on an item through the appearance in person of the endorsee with proper identification and/or obtain an endorsement guarantee. At or after the time of the cashing, negotiation or deposit of an item with multiple or third-party endorsements is made, we may return the item unpaid or place a hold on your Account for the amount of the item until such a verification is complete to our satisfaction.

**Collection of Items.** In receiving items for deposit or collection, we act as your **collection** agent and assume no responsibility beyond the exercise of ordinary care. The term “**collection**” refers to the process of special handling of an item, including presenting the item for payment by mail or in a cash letter to the paying bank in the U. S. or outside the U. S. Special instructions for handling an item will be effective only if accepted by the Bank and given to us along with the item in question. Items accepted for **collection** are normally credited to your Account only after we have received payment for them. If we do agree to credit your Account in advance and then do not receive payment for the **collection** item, we will debit your Account for the amount of the item. Fees for processing **collection** items apply even if the **collection** item is returned unpaid.

You agree to assume all risk of loss of an item in the process of collection and agree to promptly assist and cooperate with SunTrust to recreate any lost, misplaced, destroyed or stolen

items, including deposits. In order to reduce the risk of loss, you agree to maintain a record of the maker of items delivered to us for deposit and/or negotiation. In addition, you agree that SunTrust is not liable to you if any lost, misplaced, destroyed or stolen items cannot be recreated and have not yet completed collection or have not yet been forwarded for collection. SunTrust may reverse any credit given for a deposited item that is lost, misplaced, destroyed or stolen in transit and/or you will repay SunTrust for any such credit. In no event will SunTrust be liable to you if you cannot fully identify to us the maker and amount of a lost, misplaced, destroyed or stolen item.

We will not be liable for default or negligence of any subsequent collecting banks. All items, including checks drawn on SunTrust, are credited subject to final payment and receipt of proceeds by us and subject to such items not being returned to us. Without prior notice to you, we may charge back any item at any time if an item is lost, misplaced, destroyed or stolen in the collection process, if it is returned unpaid or if it was improperly paid, even if the funds have already been made available to you or have been withdrawn, used or committed by you and whether the item is physically returned. If an item is returned to us under a breach of warranty claim or claim that the item was forged, altered, unauthorized or should not have been paid for any reason, we may accept the return and debit the item back to your Account, regardless of whether the check was promptly returned to us or was returned prior to any midnight deadline. Such a debit may occur regardless of the amount of time since an item was presented by you, whether you were notified that the funds for such item were available or had been previously collected or you had withdrawn or otherwise made use of the funds previously credited to your Account. Local Clearing House Association rules may extend the return time period on unauthorized, counterfeit, or forged maker's signature checks when drawn on and cleared through a Clearing House Member Bank. The Bank is not liable for any action or inaction to return, attempt to return or to otherwise recover any returned item.

When you accept a check in payment or otherwise and deposit or negotiate the check, you are liable for the entire amount of the check if it is returned for any reason, even if you paid to a third party a portion of the funds or the difference between the amount of the check and the amount owed to you. If you cash an item that is later returned, you are liable for this item in the same manner as if the item had been deposited to your Account and we will charge back the item to your Account. You hereby authorize us to pursue collection of previously dishonored items, and in so doing we may permit the payer bank to hold an item beyond the midnight deadline. In the event a check you write and deliver to the payee is lost at any time after the check is deposited at a bank or other financial institution, you authorize the Bank to charge your Account with a photocopy of said check unless you have followed all necessary stop payment requirements.

You acknowledge and agree that the Bank cannot determine whether an item that you previously deposited or negotiated has been paid or will be returned. Therefore, you acknowledge and agree that neither the Bank nor any of its employees or agents will be liable for any statement to you that an item, including a check has been paid, has cleared or will not be returned or that such item or check is or was "good" or any other statement of a similar nature.

**Foreign Checks or Items.** The processing and collection of foreign checks or items are not subject to U.S. laws or regulations, including collection or return time periods. We may refuse to accept for deposit or **collection**, a check, draft or other item that is payable in a currency other than U.S. dollars or that is drawn

on a bank or a branch of a bank located outside the U.S. We may accept checks payable in foreign currencies or drawn on foreign banks on a **collection** basis only. Items accepted for **collection** are normally credited to your Account only after we have received payment for them. If we do agree to credit your Account in advance and then do not receive payment for the item, we will debit your Account for the amount of the item. Fees for processing **collection** items apply even if the **collection** item is returned unpaid.

If we accept a foreign check for deposit or **collection**, you assume all risks associated with the collection process and foreign currency fluctuation. A foreign check may be returned unpaid much later (in some cases, several months later) than items drawn on U.S. banks. You assume all risks of a late return of a foreign item. If a foreign check is sent for **collection** and paid, then returned later for fraud or any other reason, we will debit your Account at our current exchange rate including fees assessed by the foreign bank.

If you deposit an item that we later determine is a foreign item and must be sent for **collection**, we may reverse any provisional credit given for the item at our current exchange rate and send the item for collection or mail the item back to you. If we return the foreign check to you, you may then ask us to send the item for **collection**.

**Inconsistency of Name and Account Number.** If a funds transfer instruction for credit to or debit from your Account lists the name or account number of the beneficiary, the name or routing and transit number of beneficiary's bank or any intermediary bank in an inconsistent or incorrect manner, payment may be made by relying upon the account number, even if it identifies a different person or bank from the one named in the instructions received. You agree that we have no obligation to verify whether the name and number refer to the same person.

**Receipt of Real-Time Payments.** When you receive a real-time payment through The Clearing House Payments Company's Real-Time Payment System, you confirm, by not rejecting the payment, that you are not receiving the payment on behalf of someone who is not a resident of or otherwise domiciled in the U.S.

**Incoming International Wire Transfers.** When you receive money in a foreign currency via a wire transfer, the currency exchange rate used to convert such funds for deposit into your account may be determined by us in our discretion without prior notice to you. You agree to this procedure and accept our determination of the currency exchange rate. The exchange rate that we offer you may include a commission, will be different from (and usually less favorable to you than) the exchange rate for institutions that is usually quoted in newspapers or online services, and may be different from our daily published rate. Currency exchange rates can be highly volatile and may change frequently during a day. You assume all risks relating to or arising from fluctuations in the exchange rates between currencies for international wire transfers deposited to your account.

**Return of Direct Deposits.** If, for any reason, we are required to reimburse the payer for all or any portion of any payment deposited into your Account through a direct deposit plan, you agree that we may, without prior notice to you, deduct the amount to be returned from your Account or from any other Account you have with us, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank has under these rules and regulations, including the right of offset and its security interest in your Account.

**Checks and Other Debits.** Notwithstanding any other provision in this or any other agreement or document, you agree that we may credit items to and debit items from your Account by using

any method and order of posting which we choose in our sole, unilateral and absolute discretion. In choosing such a method, we may establish processing priorities for checks and other items.

Currently, we use the following method to post items to your Account. Items will be assembled in priority by Group (*items in Group 1 would post before items in Group 2 and items in Group 2 would post before items in Group 3, etc.*). Next, within each group, items will be posted in the order they are authorized, performed, received and/ or processed for that banking day. All transactions are converted to Eastern Time (ET) prior to initiating the nightly posting order process. When multiple items have the same time or a time for such is not easily available, we will post those in "low to high", or ascending, dollar amount order. Group 1 includes, but is not limited to, credits related to the previous night's processing such as deposits, reversals and other transactions. Group 2 includes, but is not limited to, withdrawals related to the previous night's processing such as Overdraft Protection withdrawals or overdraft/returned item fees. Group 3 includes, but is not limited to, deposits and credits. Group 4 includes, but is not limited to, bank-initiated transactions such as corrections and deposited item returned checks. Group 5 includes, but is not limited to, client-initiated withdrawals and debits such as transfers, ATM transactions, point-of-sale transactions or checks cashed at a teller window in a branch. Group 6 includes, but is not limited to, client-initiated withdrawals and debits such as ACH (automated payments) and checks. Group 7 includes, but is not limited to, certain fees (some fees are assessed at the time the transaction is performed by you while others are assessed at the end of the banking day). The items listed in each Group above include the most common categories and common types of transactions and is not inclusive of all transactions.

We may change the priority or order in which items are processed at any time without notice to you. If you do not have sufficient funds available in your Account to pay all items presented on a given day, our processing methods may result in more overdraft/returned item fees, or other fees or penalties. We may choose our processing method at our sole, unilateral and absolute discretion, regardless of whether additional fees or penalties may result. We may refuse any check or other item drawn against your Account or any method of presentment, including electronic presentment, attempting to withdraw funds from your Account if it is not presented on a form and through a procedure approved by the Bank.

It is your responsibility to reconcile your account and to avoid overdraft situations. For more detail on SunTrust's processes refer to our Facts About Banking website at [SunTrust.com/TheFacts](http://SunTrust.com/TheFacts)

You agree that we may pay and charge against your Account photocopies, image replacement documents or substitute checks, electronic checks or other paper or electronic replacements of the original items if they are legitimate replacements for properly drawn and authorized items. You agree to permit any imaged document or copy to serve as the original for all purposes including charging your Account or determining validity of signature.

You agree to hold the Bank harmless and indemnify us for any liability we may incur for reasonably acting, in our discretion, upon any instructions you may provide to us by telephone, telecopier (fax machine), or other electronic means.

When you give signed checks to another party with the payee, amount, date or other provision left blank, you agree that your Account may be charged for the check as completed.

We may honor items drawn on your Account by authorized signers, even if the items are made payable to them, to cash or

for deposit to their personal accounts. You agree that the Bank has no duty to investigate or question items, withdrawals or the application of funds.

You may make unlimited transfers, automatic debits to pay loans to us or withdrawals from your Savings or Money Market Accounts, excluding Money Market IRAs, by mail, ATM, or in person. Payment made to a person presenting an Account withdrawal receipt signed by the Depositor, shall be conclusively deemed to be good and valid on the Account of the Depositor. We will have the right to assume that any such person is acting as a messenger for the Depositor, unless the withdrawal receipt has been lost and notice in writing has been given to us. Receipt of such notice must be acknowledged in writing and signed by an officer of the Bank before such payment is made. This paragraph does not grant you the right to make withdrawals by messenger. We reserve the right to refuse withdrawals by messenger.

For security reasons and in order for us to properly prepare for such requests, you agree to provide advance notice to us for significant large cash withdrawals. Furthermore, you agree to work with us and consider alternative methods, such as an Official Check, to the payment of actual cash for the withdrawal. You understand and agree that the Bank is not responsible for providing any security regarding any cash withdrawals or deposits.

In the event you voluntarily give your Account number to a third person by telephone or any other method, you authorize the recipient of the information to initiate debits to your Account and you will be liable for all debits initiated by such person or company. Likewise, you will be liable for all debits initiated by any service provider hired by you to draft your Account to pay third parties, whether your signature is on the drafts.

**Debit Card/ATM Authorized Transaction Holds.** When you use your Debit Card or ATM Card at certain merchant locations, the merchant may obtain an authorization for the amount of the purchase or an authorization for an amount that is the same, less or more than the final transaction. At the time the merchant obtains the authorization for the Card transaction, a hold is placed on your Account for the amount of the authorization in order to ensure that the funds are available when the transaction is presented for payment. If the Card transaction required your Personal Identification Number (PIN), the funds are held through the business day of authorization. If the Card transaction was performed without entering your PIN (usually referred to as a signature-based transaction), the funds are held for up to three business days. If the authorized transaction is presented for payment before three business days have elapsed, an attempt is made to match the payment to the original authorization. If a match occurs, the hold is typically removed. The funds on hold for an authorized Card transaction are not available for other uses during the hold period. If other items are presented for payment against the funds on hold, your Account may be subject to a per-item fee for drawing against unavailable funds. Note - we rely on transaction coding sent to us by the merchant or other third-party to determine whether your debit card transaction is one-time or recurring, which affects whether or not we would authorize these transactions at our discretion and whether fees may be assessed.

**Electronic Check Conversion.** At the point of sale, a merchant must provide a notice to you that information from your Personal Account check will be used to make an electronic fund transfer payment from your Account. If you mail a check to pay a bill, the notice that your check will be converted to an electronic transfer should be included with the billing information. If you do not wish your check to be used for electronic check conversion, you may have to provide another form of payment such as cash, debit card or credit card.

You may not stop payment on a transaction that you initiate by check, which the merchant converts to an electronic transfer at the point of sale. If you have a problem with an electronic check conversion transaction posted to your Account, contact us within 60 days after we send you the statement on which the problem or error appeared. Depending on the circumstances, we may take up to 45 days from the time you notify us to complete our investigation.

**Remotely Created Checks.** A remotely created check is an item that allegedly authorizes payment to be made but which is not actually signed by the drawer. You agree that if you cash, negotiate or deposit a remotely created check into your Account, you are warranting to us that the check is authentic and is authorized by the drawer of the check according to the terms contained on the check. If a remotely created check is returned to us at any time and for any reason, we may debit the amount of the check from your Account.

**Electronically-Created Items.** An electronically-created item is defined under Regulation CC as an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not from a paper check. If you deposit an electronically-created item, you agree to hold the Bank harmless and indemnify us against any and all losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically-created item is drawn did not authorize the issuance of the item in the amount, or to the payee, stated on the item, or (iii) a person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item such that the person is asked to make payment based on an item or check it has already paid.

**Substitute Check or Image Replacement Document (IRD).** To make check processing faster, federal law permits banks to replace original checks with "substitute checks" or IRDs. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check or IRD states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Under federal law, the Bank is required to accept substitute checks with warranties as the legal equivalent of the original check and we will pay and charge your Account for such substitute checks.

Some or all of the checks that you receive back from us may be substitute checks. You have rights with substitute checks that do not apply to original checks or electronic debits to your Account.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount or withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned check penalties/fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten

business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if later, we are able to demonstrate that the substitute check was correctly posted to your Account.

If you believe you have suffered a loss relating to a substitute check that you received and that was posted to your Account, contact us at **1-800-SunTrust** (1-800-786-8787) or write to us at SunTrust Bank, Post Office Box 622227, Orlando, FL 32862- 2227. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. We may require you to submit your claim in writing.

**Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check (and/or) the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check (payee), and the amount of the check.

**Non-Sufficient Funds.** You agree to not overdraw or attempt to overdraw your Account and to ensure that there are sufficient available funds in your Account in advance to cover all debits, holds and other items that are charged to your Account. Checks or other items drawn against non-sufficient funds in your Account, which have not been covered by overdraft protection, are subject to a fee, set forth in the Bank's then current fee schedule. This fee will be charged to your Account in accordance with these rules and regulations or any applicable regulations and laws in effect at the time the penalty/fee is incurred. We may determine whether your Account contains sufficient funds to pay a check or other item at any time between the time the check or other item is received by us and our return deadline and by using any means we choose in our sole, unilateral and absolute discretion, and only one determination of the Account balance is required. The Bank under no circumstances shall be required to examine or consider balances which you may maintain in your other Accounts. If that determination reveals non-sufficient funds to pay the check or other item, we will not be required to honor the check or other item and may return it. Alternatively, we may honor the check or other item and ***create an overdraft***.

However, honoring one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft.

We are not required to send you prior notice on checks returned for non-sufficient funds. You agree to deposit sufficient funds immediately to cover any overdraft and any penalties assessed, and to reimburse us for any costs, including but not limited to reasonable attorney's fees, we incur in collecting any overdraft from you. The amount of the overdraft shall constitute an indebtedness to the bank and shall be due and payable immediately, without notice or demand.



**Stop Payment Orders.** Any Authorized Signer on an Account may stop payment on a check or draft drawn on the Account, if the check or draft has not already been paid or cashed by SunTrust.

You may request a stop payment on an Automated Clearing House (ACH) debit to your Account if the item has not already been paid. You are responsible for notifying the originator/sender that you have revoked your previous authorization for ACH debits.

You may **not** stop payment on a Debit Card point-of-sale transaction, ATM transaction or a transaction that you initiate by check, which a merchant converts to an electronic transfer at the point of sale. We may, but are not required to, accept oral or written stop payments, even though the person who is requesting the stop payment is not the Authorized Signer who signed the item. You must describe with certainty the check or draft to be stopped. If you do not provide the check number, check date, payee and the exact amount of the item, we will not be liable for misidentification or payment of the item and failure to honor the stop payment order.

A stop payment order must be received in such a manner that affords us a reasonable opportunity to act upon it. In some cases, we may pay an item even if a stop payment order is in process. For example, if one of our Banking Offices, without notice of your request, cashes a check that you have asked us to stop, we may still pay the check. If the Bank pays an item over a valid and timely stop payment order, the Bank is responsible only to the extent that you can establish that you have incurred actual damages. If your Account is re-credited, you agree to transfer to us all of your rights against the payee or other holder of the item, and to assist us in legal action taken later against that person.

There is a fee for the special handling involved with a stop payment order. If you make an oral stop payment, you will be required to confirm the request in writing within 14 days after the Bank received the oral stop payment, unless the Bank sends a stop payment confirmation, which will suffice as the written request. A stop payment order will be effective for six months from the date of the written request unless renewed prior to the expiration of the request. If not renewed, an item that is presented or re-presented to the Bank for payment may be paid. Each renewal is treated as a new stop payment order and subject to the Bank's stop payment fee. A release or cancellation of a stop payment order may be given by any Depositor or Authorized Signer on the Account; however, such a release or cancellation must be delivered to us in writing.

**Postdated Items.** All postdated items shall be treated as demand items and payable at presentment. If we return a postdated item because of non-sufficient funds in your Account, you will be subject to a returned item fee. If you notify us to stop payment on a postdated check, the request will be subject to the Bank's stop payment fee. You may request the Bank to honor postdated instructions according to applicable law.

**Stale Dated Items.** The Bank maintains the option to either pay or dishonor any stale dated item, which is an item more than six months old, upon presentation to the Bank. However, if the item is paid by us in good faith, we will not be liable for paying such an item.

**Overdraft Protection Transfer Service.** When you enroll in our Overdraft Protection Transfer Service you agree to the following terms and conditions. You can enroll in the Overdraft Protection Transfer Service through Online Banking or by calling 800.SUNTRUST. To enroll in the Overdraft Protection Transfer Service, you will designate a deposit, credit card, or line of credit account (the "protector" account) from which we will transfer/advance available funds to your designated checking account (the

“protected” account) when needed to cover your transaction(s). The fees associated with Overdraft Protection may be less expensive than the fees for overdrafts and returned items.

The Personal Deposit Accounts Fee Schedule explains the fees and other charges that apply to Overdraft Protection. Please review the Fee Schedule for your account carefully.

Your protector account can provide Overdraft Protection for more than one deposit account, but a protected account can have only one protector account. We may cancel your Overdraft Protection service at any time by sending you notice. Your request to add or cancel Overdraft Protection will become effective within a reasonable time after approval. Depending on the protector account type, transfers are made in a minimum dollar amount and therefore a transfer may not be made if you do not have at least the minimum dollar transfer amount available. This information is detailed below.

Any owner of both the protected account AND the protector account may enroll in Overdraft Protection without the consent of other owners through Online Banking or by calling 800. SUNTRUST. Any owner of the protected account OR the protector account may cancel Overdraft Protection without the consent of other owners through Online Banking or by calling 800. SUNTRUST. If you link a jointly owned account, you authorize us to share information about your account with each owner of the other linked account, such as type of protector account and partial protector account number.

**Overdraft Protection from Another Deposit Account** allows you to link your deposit account (the “protected” account) to another SunTrust deposit account (the “protector” account), for Overdraft Protection. The protector account can be a second checking account, savings account, or money market account. When you do not have enough available funds in your protected account to cover a debit item, we may automatically transfer funds from the available balance in your protector account to your protected account. We generally charge an Overdraft Protection transfer fee for each day a transfer is made. Transfers will be made for the exact amount of the overdraft plus applicable fees from the protector account to your protected account. If the balance in the protector account is not sufficient to cover the entire overdraft, the Bank may make transfers to pay individual debit items up to the available balance in the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. An overdraft or returned item fee, as disclosed in the Fee Schedule, for each debit item will be charged. Funds you deposit into your protected account may not be available immediately for Overdraft Protection transfers. The Bank reserves the right to require seven (7) days advance notice of any intended withdrawal, including any automatic transfers to cover an overdraft, from any savings, NOW or money market account. Overdraft Protection will be cancelled if your protected account or the protecting account is closed, or if the linked account has a zero balance. Please see your account's Fee Schedule for more information about **Overdraft Protection from another deposit account**.

**Overdraft Protection from Your Credit Card** allows you to link your deposit account (the “protected” account) to an eligible SunTrust credit card (the “protector” account) for Overdraft Protection. When you do not have enough available funds in your protected account to cover a debit item, we may automatically advance available funds from your protector account and transfer the funds to your protected account. Transfers will be made in \$100 increments from the protector account to your protected account. If the available credit on the protector account is not sufficient to cover the entire overdraft together with the related

fees, the Bank may make transfers to pay individual debit items up to the available credit on the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. An overdraft or returned item fee, as disclosed in the Fee Schedule, for each debit item will be charged. An Overdraft Protection advance is made under, and is subject to, the terms and conditions described in the applicable credit card agreement. We ordinarily do not make an advance if you are in default under your credit card agreement or if the advance would cause you to exceed the amount of credit available for that type of transaction. As examples, we may decide not to advance funds from your credit card account if you fail to make a credit card payment by its due date or if you exceed any credit card limit on your credit card account. The funds advanced are subject to fees and finance charges under your credit card agreement. Overdraft Protection advances do not have a grace period and will begin accruing finance charges from the date the advance is posted to your credit card account. We may also charge an additional Overdraft Protection transfer fee to your protected account for each day a transfer is made, as disclosed in the Personal Deposit Accounts Fee Schedule.

Please see your credit card agreement for more information about Overdraft Protection from your credit card account.

**Overdraft Protection from Your Line of Credit** allows to you link your deposit account (the “protected” account) to an eligible SunTrust line of credit (the “protector” account) for Overdraft Protection. When you do not have enough available funds in your protected account to cover a debit item, we may automatically advance funds from your protector account and transfer the funds to your protected account. Transfers will be made in \$100 increments from the protector account to your protected account. If the available credit on the protector account is not sufficient to cover the entire overdraft together with the related fees, the Bank may make transfers to pay individual debit items up to the available credit on the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. An overdraft or returned item fee, as disclosed in the Fee Schedule, for each debit item will be charged. The Overdraft Protection advance is made under, and is subject to, the terms and conditions described in the line of credit agreement. We ordinarily make the advance as long as you are not in default under the line of credit agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to fees and finance charges under the line of credit agreement. Overdraft Protection advances do not have a grace period and will begin accruing finance charges from the date the advance is posted to your line of credit account. We may also charge an additional Overdraft Protection transfer fee to your protected account for each day a transfer is made, as disclosed in the Personal Deposit Accounts Fee Schedule. If your protector account is an Overdraft Assurance line of credit, a monthly Overdraft Assurance Line of Credit product fee will be reflected on your protected account’s statement, as disclosed in the Personal Deposit Accounts Fee Schedule.

Advances from a Credit Card may be charged at a higher Cash Advance rate of interest. Please see your line of credit agreement for more information about Overdraft Protection from your line of credit.

## Checks and Deposit Forms

**Checks and Deposit Ticket Specifications.** Various styles of checks and deposit tickets are available through check-printing companies, which have been approved by us. These companies meet the quality standards and check printing requirements

established by the American Bankers Association. We may refuse to accept checks or other forms that you create or other companies provide that do not meet our specifications. You are liable for all claims, costs, losses and damages that may result from the use of a non-standard check or deposit ticket. The specifications include the magnetically encoded numbers, the size of the check, and the weight, color and type of paper. If you create or obtain checks or other forms from non-approved check-printing companies and the items cannot be processed through our automated check processing systems, we may refuse to accept the items and charge you a fee for each check or other item. A copy of our check printing specifications can be obtained by calling 1-800-SunTrust or asking a representative at any of our SunTrust offices.

**Conditional Items.** You will not draw or issue items which state on their face “**void after a specified length of time**” or other conditions for payment. We will not be bound by such conditions and will not be liable for paying such items.

**Ink Used on Checks.** Checks you write may be converted into substitute checks or image replacement documents (electronic images) during the check collection and return process. To avoid having critical data disappear or be obscured during the image process, you should use blue or black ink when preparing checks or other forms. Using a lightly colored ink or such colors as red, purple or green or gel inks may cause important data to not image. You agree to bear the risk of loss in such cases.

**Personal Information on Items.** To guard against the disclosure and unauthorized use of personal information, you agree not to pre-print or write your Social Security Number, date of birth, driver's license number or other personal information on your checks or other items issued on your Account. If such information is included on your checks or other items drawn on your Account, you agree that the Bank will not be liable for the improper use of any such information by any individual or entity, regardless of how the individual or entity obtained or used the information.

## **Bank's Stipulations**

We may at any time in our discretion, refuse to open an Account, refuse any deposit, refuse to cash a check, limit the amount which may be deposited, return all or any part of a deposit or close the Account without advance notice to the Depositor. We may at anytime in our discretion, rely on existing Account documents or through transactions you perform on the Account, including checks you have signed, deposited items you have endorsed, and debit card transactions, to determine ownership of an Account and/or record your ownership of an Account on which your name appears. In addition, SunTrust may discontinue or refuse to offer you any account, service or product at any time.

If there are any unauthorized transactions or suspicious activity on your Account, including unauthorized checks or debits on your account or lost, stolen or missing checks, we strongly recommend that you close your current Account and open a new one or implement services that are designed to detect and/or deter fraud. If you do not close your account or if you fail to implement services which are recommended to you after you suffer a loss of the kind the services are designed to prevent (or if we have specifically recommended to you in writing that you adopt such products or services even before you have suffered such loss), you agree that the Bank is not liable to you for any subsequent debits, unauthorized transactions, losses or damages that occur on your Account.

## Closed Account

The Bank may close your Account at any time and for any reason or for no reason without advance notice. If a determination by the Bank is made to close your Account, a hold may be placed on the Account until the funds are released to you. If we close your Account, we will notify you by mail or telephone that we have closed your Account. We may mail you a check for the balance of collected funds in your Account, or you may arrange delivery of the check for the collected balance at a location mutually agreeable to you and us. Written notice and a check, if any, will be sent to the address shown on the Bank's records for you, or if the Account is a multi-party Account, the notice may be sent to any Account owner. We may deliver the remaining balance in any business or organization Account to any authorized representative listed on our records for the business or organization. Once we have closed your Account, we can, without any liability to us, refuse to (a) honor any withdrawal requests, checks or other items presented to us for payment after we have closed your Account, or (b) collect any item you have deposited in the Account. We, however, may accept deposits to an Account after it is closed in order to pay any service charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate the Account. We reserve the right to charge an early-account-closing fee when applicable. Any terms regarding any minimum period of time during which your Account must remain open will be disclosed to you separately. If you want to close your checking or money market account, all the checks you have written must have cleared. It is suggested that you not write checks for at least fifteen (15) days before you close your Account. When an interest bearing Account is closed during a statement cycle, we may not pay interest on the Account for the period between the end of the last statement cycle and the Account closing date. In the event your Account balance does not reach zero, the Bank may close your Account and send you the balance or return your Account to active status.

## Payment Suspension

**Adverse Claims.** We may suspend payment and/or place a hold on your Account without any liability to you under the following circumstances: (1) If the Bank, in its reasonable discretion, determines that the ownership of funds or the right to debit or make withdrawals from your Account is in dispute. For purposes of this section, "dispute" may include such disputes between you and the Bank involving the Account, disputes between you and an Authorized Signer or other joint owner, or any situation where a third party takes action or gives notice to the Bank of any claim on the Account or funds contained therein, regardless of whether the Bank is involved in such dispute, as well as any other situation in which there is an allegation of fraud or mistake or the Bank is uncertain as to the ownership or payment of funds. (2) You owe the Bank or any of its affiliates money. (3) We detect or suspect any unauthorized, unlawful or irregular activity related to your Account including but not limited to transactions prohibited by the Unlawful Internet Enforcement Act, 31 U.S.C. Section 5361 et.seq. (4) You have committed or are suspected of committing an allegedly fraudulent act, or, if any claim, whether oral or written, has been made upon the Bank due to your actions. Or, (5) upon notice of a bankruptcy filing. Payment will be suspended and/or a hold will remain on your Account until the dispute, allegation, or problem is resolved or determined to the Bank's satisfaction. In no event will the Bank be liable for any delay or refusal to follow instructions or for returning items unpaid that occur as a result of a dispute or uncertainty over the ownership or control of your Account or the suspension or freezing of your Account for any of the reasons stated above.

In the event we receive a documented claim for a forged, irregular, altered (including payee and dollar amounts), or unauthorized endorsement on a check or draft deposited into your Account, the Bank is authorized to debit your Account for the amount of the claim, without prior notice to you. The Bank will have no liability for honoring the claim.

You agree to be liable to the Bank for any loss, costs, including, but not limited to reasonable attorney's fees, or expenses, to the extent permitted by law that we incur as a result of any dispute brought by a third party involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you.

**Legal Process Against Account.** You acknowledge and agree that because the Bank has offices in multiple states, if any legal process is served upon the Bank, we may honor such service and charge your Account, regardless of jurisdiction or where or how served. You agree that we may accept any legal process we believe to be valid without any liability to you and that we may, in our discretion, waive such service and accept legal process by mail, electronic mail, facsimile or other means. If we receive any court order or similar process, or if we are required to suspend payment by any law or regulation including, but not limited to those issued by the Office of Foreign Assets Control, we may suspend payment or comply with the terms of the order or similar process on any Account that we believe to be affected by the order. Payment will be suspended until final resolution of such court order or similar process or until the applicable law or regulation authorizes resumption of payments, even though such suspension or compliance may be due to inadvertency or error due to the similarity of names of Depositors or other mistakes. If your Account is attached, garnished, or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we pay or freeze because of such attachment, garnishment, or other levy, even if paying or freezing the money from your Account leaves non-sufficient funds to pay a check you have written. After receiving legal process, we may freeze or remove the funds at issue from your Account and you agree that we are not required to pay interest on such funds. If we incur any expenses including, without limitation, reasonable attorney's fees in responding to a court order or similar process in which we are not a named party that is not otherwise reimbursed, we may charge such expenses to your Account without prior notice to you. Any attachment, garnishment or other levy against your Account is subject to the Bank's right of offset and security interest. The Bank's fees for garnishment, levy, or other attachment against your Account are due when the garnishment, levy or other process is issued, and the Bank may offset these fees from your Account prior to honoring any garnishment, levy, or other attachment. You agree that the Bank will not be liable for any hold or freeze placed on your Account, including any items returned unpaid because of such a hold or freeze, even if some or all of the funds in the Account are exempt from garnishment, levy, or other attachment.

## **Policies and Procedures**

Any internal SunTrust policies or procedures are for the sole benefit of SunTrust and shall not impose a higher standard of care or duty than otherwise would apply in their absence.

## **ARBITRATION AGREEMENT**

**READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

**For any Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim;**

(2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

**Claims Subject to Arbitration.** A “Claim” subject to arbitration is any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Account, these rules and regulations, any transaction conducted with us in connection with the Account or these rules and regulations, or our relationship. “Claim” has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third- party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. “Claim” also includes disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails or facsimile machines and alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. Upon the demand of you or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration agreement.

**Special Definition of “We,” “Us” and “Our.”** Solely for purposes of this arbitration agreement, the terms “we,” “us” and “our,” in addition to the meanings set forth in these rules and regulations, also refer to SunTrust’s employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. “We,” “us” and “our” also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us.

**Excluded Claim or Proceeding.** Notwithstanding the foregoing, “Claim” does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below this sentence, and/or the last sentence of the Survival and Severability paragraph below); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the rules and regulations as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be subject to this arbitration agreement: (1) any individual action brought by you or us in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights, including set-off as described in the paragraph below titled “Right of Offset and Security Interest,” or (3) any individual action in court by one party that is limited to preventing the other party from using a self- help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration agreement. Moreover, this arbitration agreement will not apply to any Claims that are the subject of (a) a class action filed in court that is pending as of the effective date of this arbitration agreement in which you are alleged to be a member of the putative class (however, you and we will continue to be bound by any prior version of this arbitration agreement) or (b) a motion to compel arbitration filed by us

against you before the effective date of this arbitration agreement pursuant to a prior version of this arbitration agreement (however, you and we will continue to be bound by any prior version of this arbitration agreement).

**Federal Arbitration Act.** Notwithstanding any choice of law or other provision in these rules and regulations, the parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state governing your account relationship with us shall apply.

**Class Action Waiver.** Notwithstanding any other provision of these rules and regulations, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency).

**Arbitration Procedures.** If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to SunTrust Bank Legal Department, Attn: General Counsel-Arbitration Election, Mail Code 0643, 303 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308, and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding with an arbitration administrator in accordance with this arbitration agreement and the administrator's rules and procedures. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this arbitration agreement.

The arbitration will be administered by JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com), 1-800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS is unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration agreement. The arbitration will proceed in accordance with this arbitration agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration including any expedited procedures but in the event of a conflict, the provisions of this arbitration agreement shall control.



A single arbitrator will be appointed by the administrator and, unless you and us agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with these rules and regulations and the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. For Claim(s) that total less than \$75,000 and at your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this arbitration agreement to be enforced. The arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by either these rules and regulations, the administrator's rules or applicable law. The arbitrator shall award you your reasonable attorneys' and expert witness fees and costs (a) if and to the extent you prevail on Claim(s) you assert against us in an individual arbitration commenced by you, or (b) to the extent required under applicable law for this arbitration agreement to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

**Survival and Severability.** This arbitration agreement shall survive the closing of your Account and the termination of any relationship between us, including the termination of these rules and regulations. If any part of this arbitration agreement, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except that: (a) The parties to these rules and regulations acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this arbitration agreement. If the Class Action Waiver is limited, voided or found unenforceable as to any Claim(s), then the parties' arbitration agreement (except for this sentence) shall be null and void with respect to such Claim(s) (but not as to any other Claim(s) that have been or are later brought), subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the paragraph titled "Class Action Waiver" or elsewhere in this agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$150,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$150,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three- arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

**Notice and Cure; Special Payment.** Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at SunTrust Bank Legal Department, Attn: General Counsel-Claim Notice, Mail Code 0643, 303 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308. This is the sole and only method by which you can submit a Claim Notice. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

## **JURY TRIAL WAIVER**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THESE RULES AND REGULATIONS, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF SUNTRUST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS.

## **LITIGATION CLASS ACTION WAIVER**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THESE RULES AND REGULATIONS, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF SUNTRUST'S EMPLOYEES,

OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

## **Right of Offset and Security Interest**

If you owe SunTrust money as a borrower, guarantor, or otherwise owe any debt or obligation to us, the Bank shall have the right under the law (called right of offset or setoff) and under these rules and regulations (by which you grant SunTrust a security interest in your Account) to withdraw some or all of the money from any of your Accounts to pay the debt even if withdrawal results in an interest penalty, dishonor of checks or other unavailability of funds. You agree that such a right includes the Bank's right to use proceeds from government benefits, including social security, to pay such debts, including overdrafts and account fees. You agree that our right of offset applies to any debt or obligation owed to the Bank (whether present or future, contingent or otherwise, as principal or surety or otherwise) and is not conditioned on, or limited by, the complete mutuality of the parties obligated on the debt and owners on the Account, the maturity of the debt, giving notice to you, or the availability of any collateral securing the debt. If you request us to cash a check or other items for you, we may apply the proceeds of the check or other item to fees, overdrafts and other amounts you owe us. If you open a new deposit account, we may use any funds in this new account to offset balances previously owed to us. In the case of a Sole Proprietorship, Partnership, or Joint Account, including Joint Tenants by the Entirety, each sole proprietor, partner or joint owner agrees that SunTrust may use the money in the Account to satisfy any of their individual obligations. Similarly, partners and joint owners agree that we may use the money in their individual Accounts to satisfy obligations in the Joint Account or Partnership Account. The security interest granted to SunTrust by these rules and regulations is consensual and is in addition to the Bank's right of offset and any rights under applicable law. These provisions apply to any account or asset held by the Bank or SunTrust. You agree that if you owe us a debt, we may setoff against any asset you have, individually or jointly, at the Bank or any SunTrust affiliate. However, the right of offset and security interest may not apply to your Account if it is an IRA or the Authorized Signer's right of withdrawal arises only in a representative capacity. Notwithstanding any provision to the contrary, we will not exercise any right of offset to any arbitration award made to us unless and until the arbitration award is confirmed by a court having jurisdiction and becomes a final judgment and until any timely appeal thereof is completed.

## **Collection Costs**

You are liable for all amounts charged to your Account, whether by offset, overdraft, lien or fees. If we take court action or commence an arbitration proceeding against you to collect such amounts, or if you elect arbitration of a collection action we have brought against you in court, you will also be liable for court or arbitration costs, other charges or fees, and attorney's fees up to 25 percent, or an amount as permitted by law, of the amount owed to us. In the case of a Joint Account, each Account owner is jointly and severally liable for all amounts charged to the Account regardless of which owner incurred the charges to the Account. In the case

of a Joint Account where one Account owner is a minor, the adult owner will be liable for all debts incurred by the minor through the use of the Account.

## **Liability Limitation**

To the extent permitted by applicable law: (a) we shall not be liable for any liability, loss, or damage that may arise when we are acting in accordance with applicable laws, regulations, rules, these rules and regulations, or our agreements with any financial institutions regarding the transaction of your business under the Account or by any acts or conditions beyond our control; (b) NEITHER YOU NOR THE BANK SHALL BE LIABLE TO EACH OTHER OR TO ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS WITH RESPECT TO ANY CLAIM EVEN IF EITHER OF US WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; and (c) we shall only be liable for your damages, as provided in this Section, caused by our gross negligence or wanton and intentional misconduct.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your Account and to provide us with information regarding such coverage. The Bank's liability will be reduced, proportionately in accordance with its responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement to you.

## **Death or Incompetence**

In the event of Depositor's death or a legal adjudication of incompetence, the Bank may continue to accept, pay, or collect items until ordered to stop payment by a person claiming an interest in the Account and we have a reasonable opportunity to act on it.

If a deposit or credit is made to an account (such as Social Security, pension or veteran's benefits) payable to an individual who is or becomes deceased, we may return or refund the deposit and debit the Account.

## **Dormant or Abandoned Accounts**

With the exception of Time Deposits and IRAs, an Account is deemed to be "inactive" if there has been no owner generated activity on the Account, including any deposits to or withdrawals from the Account, or other Account-related contact, for a period of twelve months or more. Recurring or Automatic Clearing House (ACH) or other similar electronic deposits or debits are not considered to be owner generated activity except where allowed by applicable state law. An Account will be classified as "dormant" when the Account is deemed inactive and your Account statement has been returned by the U.S. Postal Service as undeliverable for any reason. For an Account classified as dormant we may, at any time in our discretion, reject any transaction in order to protect the Account against unauthorized activity. A monthly dormant fee will be charged for maintaining dormant accounts where permitted by applicable state law and such fee shall not be refundable or otherwise restored to the Account owner. For any inactive or dormant Account, SunTrust reserves the right to cease charging any non-transaction based Account fees previously assessed to the Account if required by state law. Assessment of such fees will recommence, without additional notice, when the Account is no longer inactive or dormant. In accordance with governing state law, Accounts which have been inactive or dormant for the statutory number of years will be closed and transferred to the state or other designated governmental agency under its escheatment

laws. To recover funds from your Account following Escheatment, you must file a claim with the applicable agency. You agree that we may rely on an address change notification received by us from the U.S. Postal Service and other governmental sources to update your address on our records (though such update will not be considered owner generated activity).

## **Account Discrepancies**

**Statements.** Periodic statements will be provided on all Accounts, excluding Time Deposits. Unless otherwise instructed, the statements will be mailed by us to your last known address as shown on our records or will be made available to you electronically. You agree to control and secure your Account documents including, but not limited to checks, deposit tickets, statements and any other documents that contain your account number and account information.

You agree to notify us if you have not received your first statement within 30 calendar days of Account opening or within 30 calendar days of the date on which you normally receive statements. If you do not notify us within this time period that you did not receive the statement, we will not be liable for any bank statements or items, if included in the statement, that you do not receive. You should carefully examine the statement and canceled checks (including the face and back), if included in the statement, when you receive the statement. The Bank will not be liable for any unauthorized signature, alteration, misencoding or other error on the face of any item in your statement, or for any incorrect or improper amount, fee, interest calculation or other error on the statement itself (including any item improperly charged to your Account or any deposit not credited to your Account), if you fail to notify the Bank within 30 calendar days from the date the Bank mails, personally delivers, or otherwise makes the statement on which the error first appeared available to you (including making the statement available online whether you actually view or download it) or anyone to whom you request it be sent. If you fail to notify us of the first occurrence within the stated time period, we will not be liable for subsequent unauthorized signatures or alterations made by the same individual (wrongdoer) and discovered on future statements. Note that shorter time periods may apply to notification of errors relating to ACH debits received in commercial Accounts, as described in the section herein titled Commercial Funds Transfers.

Additionally, the Bank will not be liable for any unauthorized or missing endorsements, or other defects affecting title, on the back of any item charged to the Account if you fail to notify the Bank within six months from the date the Bank mails, personally delivers, or otherwise makes your statement available to you (including making the statement available online whether you actually view or download it) or anyone to whom you request it be sent. Moreover, because you are in the best position to prevent and discover an unauthorized signature, an unauthorized endorsement, missing deposit, or an alteration, you agree that the Bank will not be liable for paying such items if (1) you did not examine the statement and the canceled checks (if included) or you have not reported unauthorized signatures, unauthorized or missing endorsements, encoding errors or alterations or missing deposits to us within the time period set forth above, or (2) these items were forged or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the forgery or alteration could not be detected by a reasonable person.

If you claim a credit or refund because of a discrepancy or an unauthorized transaction, you agree to provide us with a declaration on a form we choose containing whatever information we request regarding the transaction, your Account and the circumstances surrounding the claimed loss. The Bank

must receive your declaration within ten days of its request or it may deny the claim. You also agree to make a report of the unauthorized transaction to the police and upon our request, to provide us with a copy of the report. We will have a reasonable period of time to investigate the claim and the surrounding circumstances. We are not obligated to provisionally credit your Account before or during the investigation, unless required by law. If we do credit your account, you agree that such credit is not considered final payment. If a credit is given to your Account at any time and the Bank determines that the original debit to your Account was proper, you agree that the Bank may reverse the credit to you at any time whether it originally advised that the credit was provisional.

You agree that you cannot and will not bring any legal action or arbitration claim against us unless you have first provided the declaration described within this section.

**Undeliverable Statements.** If the statement is returned to the Bank as undeliverable, we may destroy an Account statement after 30 days and may destroy any other periodic statement on an Account immediately upon its return. In the event we hold the statement, pursuant to your request, and you do not claim the statement within the specified time period, it will be destroyed.

You agree that we may rely on an address change notification received by us from the Postal Service and other governmental sources to update your address on our records.

**Verification and Correction of Transactions.** All transactions are subject to final verification by the Bank. We may reverse or adjust any transaction, credit or debit we believe we erroneously made to your Account at any time without prior notice being provided to you. In addition, you agree that if any deposit or other credit is made to you which we determine should not have been made to you, we may reverse that credit without prior notice.

## **Transfer or Change of Ownership**

Accounts are nontransferable except on the Bank's books and records. In order to transfer title or to pledge an Account as collateral for a loan, a written request must be provided on a form accepted and acknowledged by Bank. Any pledge of an Account to a third party remains subject to the Bank's right of offset and security interest.

The Bank may determine ownership of an Account from the information in our records. Any changes you request us to make to your Account are not effective until accepted by us and we have had a reasonable time to act on the new information.

If ownership of an Account is to be changed, the Account should be closed and a new Account opened to reflect the new ownership. The Bank may remove a deceased owner from a Joint Account upon proof of owner's death.

## **Account Fees**

You agree to pay any fees that apply to the Account. Fees may be deducted from your Account without prior notice to you. We will not be liable for dishonoring checks or other withdrawal orders because of non-sufficient funds resulting from proper deduction of fees. The Bank's current fee schedule is given to you when you open an Account and is available at our banking offices. Fees are subject to change from time to time at the Bank's discretion. The current Personal Deposit Account Fee Schedule is available at <https://www.suntrust.com/content/dam/suntrust/us/en/personal-banking/2017/documents/fs-retail-english.pdf>. The Business Fee Schedule is available at <https://www.suntrust.com/content/dam/suntrust/us/en/small-business/2017/documents/business-accounts-fee-schedule-fe.pdf>.

## **Special Treatment of Checking Accounts and NOW Accounts**

For accounting purposes, any Checking Account or NOW Account is a money master deposit account ("Master Account"), which consists of two sub-accounts, either a demand deposit account ("DDA") and a money market deposit account ("MMDA"), or a NOW Account and a MMDA respectively. Any interest required to be paid on your Master Account will be calculated on the collected balance in both the NOW Account and the MMDA at the current NOW Account rate. Your monthly NOW Account statement will disclose a single Annual Percentage Yield Earned, reflecting the combined earnings from the NOW Account and the MMDA.

For each Statement Period, the Bank will review your Master Account to determine that amount not routinely needed to pay your debits ("Threshold Balance"). Funds will be allocated daily between your two sub-accounts by comparing the ending balance and the Threshold Balance for your Master Account. Funds equal to or less than your Threshold Balance in your Master Account will be credited to the MMDA and funds in excess of your Threshold Balance will be credited to the applicable DDA or NOW Account. All checks, debits and withdrawals will be paid from the applicable DDA or NOW Account. If the ending balance in the applicable DDA or NOW Account is less than that day's aggregate debit activity, a transfer will be made from available funds in the MMDA account to the applicable DDA or NOW Account. Concurrent with a sixth transfer from the MMDA in a Statement Period, all funds in the MMDA will be credited to the applicable DDA or NOW Account for the remainder of that Statement Period.

## **ADDITIONAL RULES FOR INTEREST-BEARING DEPOSIT ACCOUNTS**

**Frequency of Rate Changes.** All interest-bearing Accounts are variable rate Accounts unless otherwise indicated. The interest rate may change at the Bank's discretion. The interest rate and APY ("Annual Percentage Yield") offered may vary depending on the customer relationship, the local area you open your account and the method of account opening. Additionally, we may offer a bonus or promotional rate on specific accounts or to specific customers and these offers will not apply to all accounts, customers, local areas or methods of account opening. You may obtain the current interest rate and APY on your account by calling 1-800-SunTrust or 1-800-786-8787.

**Interest Calculation, Compounding and Crediting.** Interest on all Deposit Accounts is calculated by applying a daily periodic rate to the collected balance in the Account each day. Interest is compounded daily and credited to your Savings Account, MMA IRA and Premium Plus IRA on a quarterly basis and all other interest bearing Deposit Accounts, including Savings Accounts in combined statements, on a monthly basis. We pay interest only in whole cents. This means that at the end of each interest payment period, any fractional amount of interest equal to half of one cent or less will be rounded down and any fractional amount of interest more than half of one cent will be rounded up to the next whole cent. Cash deposits begin to accrue interest on the business day of deposit; non-cash deposits begin to accrue interest no later than the business day we receive credit for the items deposited. (An example of a non-cash deposit is a check deposit.) The Bank will rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received.

Interest on all Accounts, including Time Deposits, is calculated on the basis of a 365-day year. However, in a leap year, when an "extra" day of interest will be paid for the Account, interest will

be calculated on the basis of a 366-day year. For Time Deposits where the term includes Leap Day (February 29), the portion(s) of the term within leap year(s) and including Leap Day will be based on 366 days. The remaining portion(s) of the term will be based on 365 days. For example, CDs opened on or after March 1 during a leap year will be based on 365 days.

Interest on all Accounts, including Time Deposits, is calculated on the basis of a 365-day year. However, in a leap year, when an “extra” day of interest will be paid for the Account, interest will be calculated on a basis of a 366-day year.

**Closed Accounts.** Interest-bearing Deposit Accounts closed (your Account reflects a zero balance on our records) before the end of the interest-payment period forfeit all interest earned that period. To avoid this loss of interest, you must keep a balance in the Account until interest is paid. However, if you notify the Bank that you intend to close the Account, the accrued interest may be included in the closing balance. Refer to Specific Rules for Time Deposits and the Money Market IRA section for early withdrawal penalties on Time Deposits.

## **ADDITIONAL RULES FOR ACCOUNTS RECEIVING AN EARNINGS CREDIT RATE (BUSINESS ACCOUNTS ONLY)**

**Definition of Earnings Credit Rate.** At the end of each month, the Bank sets an Earnings Credit Rate (“ECR”) for certain business Accounts utilizing bank services. Not all business Accounts are eligible for ECR. Using the ECR, we calculate the value of earnings credit on the balances (sometimes referred to as value of balances) in your Account and apply that value against certain service activity expenses. The ECR used for the analysis period is always displayed on the account analysis statement.

**Frequency of Rate Changes.** All Accounts receiving an ECR are variable rate accounts unless otherwise indicated. The ECR may change at the Bank’s discretion. The ECR offered may vary depending on the customer relationship, the local area you open your account and the method of account opening. Additionally, we may offer a bonus or promotional rate on specific accounts or to specific customers and these offers will not apply to all accounts, customers, local areas or methods of account opening.

**Earnings Credit Calculation and Crediting.** The earnings credit on all applicable Accounts is calculated by applying a monthly periodic rate to the average available balance in the Account each month as follows:  $\text{Average available balance} \times \text{ECR} \div \text{days in the year} \times \text{days in the month} = \text{earnings credit on average available balance}$ . A year is defined as a 365-day period; however, in a leap year, when an “extra” day of earnings credit will be available for the Account, earnings credit will be calculated on a basis of a 366-day year for all Accounts. Earnings credit is credited to your Account on a monthly basis (unless otherwise negotiated), and unused earnings credits during a month cannot be used in following months.

**Closed Accounts.** Earnings credit bearing Deposit Accounts closed (your Account reflects a zero balance on our records) before the end of the earnings credit payment period forfeit all earnings credit earned that period. To avoid this loss of earnings credit, you must keep a balance in the Account until earnings credit is credited.

## **SPECIFIC RULES FOR TIME DEPOSITS AND THE MONEY MARKET IRA**

When you invest in a Time Deposit, excluding the Money Market IRA and Premium Plus IRA, you contract with the Bank to place



funds in the Account for a specific term. All Time Deposits are non-negotiable. The deposit is taken and evidence of the deposit is issued subject to actual receipt and verification of the deposit amount.

*All joint Time Deposits belong to Depositors as "joint tenants with right of survivorship" and not as "tenants in common" or "tenants by the entirety." "Joint Account - no survivorship" applies to Accounts established in Arkansas, North Carolina, Virginia, Maryland and District of Columbia. Refer to General Terms and Definitions section. A seven business day hold will be placed on all check deposits to CD and IRA accounts (including initial and additional deposits). When applicable an early withdrawal penalty will be assessed to full or partial withdrawals from CD and IRA accounts.*

**We may from time to time offer the following types of Time Deposit Accounts and a Money Market IRA:**

**Bump-Up CD and IRA.** A minimum deposit of \$2,000 is required. Each investment will have an original maturity of 16 or 30 months. The interest rate and APY may be increased one time only during the original term to equal the current interest rate and APY set by the Bank for the Bump-Up CD or IRA. You cannot bump up the rate on this CD or IRA to equal the rate on another type of CD or IRA or any other promotional product. The interest rate will be fixed when the deposit is made and remain in effect until you initiate the one-time rate increase. The increased rate will then apply for the remainder of the term. The interest rate available for the 16 Month Bump Up CD will be equal to 90% of the 12 month LIBOR rate as published in the Money Rates section of The Wall Street Journal on the first business day of each month (the index). For example, if 12 month LIBOR rate is 1.5%, we will set the bump up rate at 1.35% (90% of 1.50 %.)

However, the interest rate to which you increase your CD for the remainder of the CD term cannot be greater than 3.00% above the initial interest rate for your 16 Month Bump Up CD. For example, if the opening interest rate is 1.5%, and the Bump Up CD rate at the time you make the election is 5.50%, the interest rate on your CD would be capped at 4.50%. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal during the grace period. The CD or IRA will automatically renew for the same term as the original term, at the interest rate in effect for a standard (non-Bump Up) CD or IRA at the time of each renewal, based on your renewal balance. The one-time bump-up rate feature will not apply to the CD or IRA after the first maturity date. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

**Fixed-Rate IRA and Fixed-Rate CD.** A minimum deposit of \$2,000 is required. Each investment has a specific maturity date. The interest rate will be fixed when the deposit is made and will remain in effect until the maturity date. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal date during the grace period.

**No Penalty Fixed-Rate CD and IRA.** A minimum deposit of \$2,000 is required. The interest rate will be fixed when the deposit is made and the interest rate will remain in effect until the maturity date. An early withdrawal penalty equal to seven days' interest must be assessed on any funds withdrawn the first six days of the initial term. You may make a one-time withdrawal of all or a portion of the funds after the first seven days of the initial term without an early withdrawal penalty. If more than one withdrawal is made after the first seven days of the initial term an early withdrawal penalty based on the remaining term will be assessed on the amount withdrawn. This penalty waiver is

only available during the initial term of the CD. Early withdrawal penalties will apply to subsequent renewals of this CD. Refer to the Early Withdrawal Penalty section for an explanation of penalties. Standard I.R.S. penalty rules apply for IRA CDs. This no penalty feature only applies to SunTrust early withdrawal penalties. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal date during the grace period. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank. The CD or IRA will automatically renew for the same term as the original term, at the interest rate in effect for a standard (non-Step Rate) CD or IRA at the time of each renewal, based on your renewal balance.

**Step Rate CD and IRA.** A minimum deposit of \$2,000 is required. Each investment will have an original maturity of 24, 30, or 36 months. The interest rate will be increased at six month intervals. The interest rates and a blended APY for the term will be disclosed to you at the time the CD or IRA is opened. The interest rate will be fixed when the deposit is made and remain in effect until the first six-month period rate increase. The increased rate will then apply for the following six-month period. Each time the interest rate is increased, the interest rate remains in effect until the next successive interest rate increase. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal during the grace period. The CD or IRA will automatically renew for the same term as the original term, at the interest rate in effect for a standard (non-Step Rate) CD or IRA at the time of each renewal, based on your renewal balance. The step-rate feature will not apply to the CD or IRA after the first maturity date. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank. The CD or IRA will automatically renew for the same term as the original term, at the interest rate in effect for a standard (non-Step Rate) CD or IRA at the time of each renewal, based on your renewal balance.

**Advantage CD:** A minimum deposit of \$1000 and a personal SunTrust checking account is required. Each investment will have an original maturity of 12 months. Interest rates and balance tiers will be established by the Bank and may periodically change at the Bank's discretion. In order to maintain the originating interest rate on the account, there must be a recurring monthly auto-transfer of at least \$50 from a SunTrust Deposit Account to the Advantage CD set up and completed within the first 90 days of account opening. If the required auto-transfer has not been completed, then the rate will drop to the standard interest rate in effect on the 91st day through the remainder of the stated term. Additional deposits do not extend the maturity date. An early withdrawal penalty equal to seven days' interest must be assessed on any funds withdrawn the first six days of the initial term. You may make a one-time withdrawal of all or a portion of the funds after the first seven days of the initial term without an early withdrawal penalty. If more than one withdrawal is made after the first seven days of the initial term an early withdrawal penalty based on the remaining term will be assessed on the amount withdrawn. This no penalty feature only applies to SunTrust early withdrawal penalties. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank. The CD will automatically renew for the same term as the original term, at the interest rate in effect for this CD at the time of renewal based on your renewal balance. The Advantage CD is not available for Individual Retirement Accounts (IRAs) or Public Funds.

**SteadySaver Variable-Rate CD and IRA.** A minimum deposit of \$100 is required. Each account will have an original maturity of 12 months. Interest rates and balance tiers will be established by the Bank and may periodically change at the Bank's discretion.

A minimum deposit of \$50 per month through ACH or automatic transfer is required. Additional deposits do not extend the maturity date. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

**Variable-Rate CD.** A minimum deposit of \$2,000 is required. Each investment has a specific maturity date. The interest rate will be established by the Bank and may periodically change at the Bank's discretion. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal date during the period. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

**Single Maturity Jumbo CD.** A minimum deposit of \$100,000 is required. Each investment has a specific maturity date. The interest rate will be fixed when the deposit is made and will remain in effect until the maturity date. Additional deposits are not permitted during the term of the investment. Simple interest is credited to the investment or paid in accordance with your instructions at maturity. **No interest will be earned after the maturity date. A maturity notice is sent at least seven days in advance of the maturity date for terms of 31 days or less and at least ten days in advance of the maturity date for terms greater than 31 days.**

**Money Market IRA.** A minimum deposit of \$100 is required. The Account does not have a maturity date or specific term. Additional contributions may be made to the Account at any time. The interest rate will be established by the Bank and may periodically change at the Bank's discretion. Such rates shall apply to the initial and additional contributions made to the Account. Interest is credited to the Account at the end of each calendar quarter.

**Premium Plus IRA.** A minimum deposit of \$10,000 is required. The Account does not have a maturity date or specific term. Additional contributions may be made to the Account at any time. The interest rates and balance tiers will be established by the Bank and may periodically change at the Bank's discretion. Such rates shall apply to the initial and additional contributions made to the Account. Interest is credited to the Account at the end of each calendar quarter.

**Variable-Rate Deposit IRA.** A minimum deposit of \$100 is required. Each Account will have an original maturity of 18 months. Additional contributions may be made to the Account at any time without extending the term. The interest rate will be established by the Bank and may periodically change at the Bank's discretion. Such rates shall apply to the initial and additional contributions made to the Account. Interest is credited to the Account quarterly. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

**Mail-In IRA Deposits.** Any IRA deposits received without specific investment instructions will be deposited into a Money Market IRA.

**Interest.** Interest begins to accrue from date of deposit and is calculated by applying a daily periodic rate to the current balance in the Account each day. Unless otherwise indicated, interest is compounded daily and credited to the Account or paid in accordance with your instructions. The Annual Percentage Yield disclosed assumes interest remains on deposit until maturity. Accrued interest may be withdrawn prior to maturity without penalty; however, interest withdrawals may reduce earnings.

**Automatically Renewable Time Deposits.** Unless otherwise indicated, your Time Deposit is Automatically Renewable. It will renew for the same time period as the original term, at the Standard interest rate based on the balance tier and the interest rate in

effect for your local area at the time of each renewal, based on your renewal balance. Unless specifically stated otherwise, bonus or promotional interest rates offered at the time of renewal will not apply to automatically renewable time deposits. If you do not want the Time Deposit to renew, you must notify us within one business day from the renewal date if the term is 31 days or less or within ten calendar days from the renewal date if the term is more than 31 days. If you do not notify us within this grace period, the Time Deposit will automatically be renewed. If the Bank does not want the Time Deposit to renew at the original or subsequent maturity date, we will notify you prior to the next maturity date. After final maturity or the redemption of any portion of your Time Deposit during the grace period, no interest will be paid on the amount redeemed.

**Single Maturity Time Deposits.** If your Time Deposit is designated as Single Maturity, it will mature on the stated original maturity date. The interest rate will be fixed when the deposit is made and will remain in effect until the maturity date. Additional deposits are not permitted during the term of the investment. Simple interest is credited to the investment or paid in accordance with your instructions at maturity. No interest will be earned after the maturity date. A maturity notice is sent at least seven days in advance of the maturity date for terms of 31 days or less and at least ten days in **advance of the maturity date for terms greater than 31 days.**

**Pending Renewal Notices.** A reminder is sent at least ten days before the maturity date on automatically renewable Time Deposits with terms of 32 days or more. Reminders are not sent on Time Deposits with terms of less than 32 days due to the short maturity period. A confirmation of the renewal is not sent.

**Early Withdrawal Penalty.** Except in case of death, certified legal incompetence of a Depositor or co-Depositor as stated in an Order entered by a Court of appropriate jurisdiction, Loss of FDIC, an early withdrawal penalty will be assessed if Time Deposit funds are withdrawn before maturity. In the case of a No Penalty Fixed- Rate CD and the Advantage CD, a penalty is not assessed on the first withdrawal made after the first seven days of the initial term. A penalty will result in a reduction of principal, if the accrued interest is not sufficient to cover the penalty.

The early withdrawal penalty is based on the original date the CD was opened or renewed and on the time remaining until the maturity date (“remaining term”) of the Time Deposit.

**CDs opened prior to February 21, 2012 the early withdrawal penalty terms are as follows:**

Remaining Term For CDs Opened Prior to February 21, 2012	CD Early Withdrawal Penalty
1 day – 31 days remaining	7 days' interest
32 – 90 days remaining	1 month's (30 Days) interest
91 days – 1 year (366 Days) remaining	3 months' (90 Days) interest
More than 1 year – 3 years (367-1096 Days) remaining	8 months' (240 Days) interest
More than 3 years – 7 years (1097-2556 Days) remaining	12 months' (360 Days) interest
More than 7 years (2557-9999 Days) remaining	24 months' (720 Days) interest

**CDs opened or renewed on or after February 21, 2012 will be subject to the following early withdrawal penalty terms effective July 22, 2012.**

<b>Remaining Term For CDs Opened or Renewed On or After February 21, 2012</b>	<b>CD Early Withdrawal Penalty</b>
1 day – 31 days remaining	Forfeit CD principal equivalent to 7 days' interest
More than 1 month – 6 (32-180 Days) months remaining	Forfeit CD principal equivalent to 6 months' (180 Days) interest
More than 6 months – 12 (181-366 Days) months remaining	Forfeit CD principal equivalent to 9 months' (270 Days) interest
More than 12 months – remaining 24 (367-731 Days) months	Forfeit CD principal equivalent to 12 months' (360 Days) interest
More than 24 months – 60 (732-1826 Days) months remaining	Forfeit CD principal equivalent to 24 months' (720 Days) interest
More than 60 months (1827-9999 Days) remaining	Forfeit CD principal equivalent to 36 months' (1080 Days) interest

**IRA Participants.** The early withdrawal penalties may be waived for distributions to an IRA participant who has attained age 59½ or over or is disabled. However, the early withdrawal penalty is not waived if the IRA participant transfers or rolls over the funds, prior to maturity, to another financial institution, or redeems the investment prior to maturity for the purpose of reissuing the investment with the Bank to obtain a higher rate of interest.

**Change in Ownership.** We may apply early withdrawal penalties if the ownership of a Time Deposit is changed prior to the maturity of the Time Deposit.

## **ELECTRONIC FUNDS TRANSFER**

In compliance with the Electronic Funds Transfer Act, implemented by Regulation E, we are disclosing the following terms and conditions of the Bank's electronic funds transfer services. These provisions apply to accounts established primarily for **personal, family, or household** purposes.

These services include the following:

Direct Deposit of Social Security, payroll and other credits.

One-time and Preauthorized debits for payment of bills to third parties transferred by Automated Clearing House (ACH).

One-time transfers between a customer's Accounts, authorized by telephone, SunTrust PC Banking, Internet Banking or Mobile Banking.

Withdrawals, deposits, transfers and payments performed at an automated teller machine (ATM).

One-time and preauthorized Debit Card purchases.

Payments and refunds for purchases made at a Point of Sale (POS) terminal or authorized retailer.

One-time payment initiated by customer's Personal Account check, which the merchant converts to an electronic transfer at the Point-of-Sale.

## Consumer Remittance Transfers to Non-U.S. Countries

Electronic transfers initiated using an online service or portal, including commercial online services to which consumer accounts have been linked pursuant to instructions from the Depositor or an agent of the Depositor.

Payments received through The Real-Time Payment System operated by The Clearing House Payments Company L.L.C.

Person to person payments from and to your SunTrust deposit Accounts.

## Terms

**“SunTrust Banking Card” or “SunTrust Debit Card” (collectively referred to as “Card”)** refers to the Card issued to you by Bank to access your deposit Accounts through an ATM or for purchases over the internet or at merchant locations. SunTrust Debit Cards will only be issued with Checking Accounts.

**“Electronic Transfer” or “Transfer”** within the context of this section means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, that is initiated through the telephone, a computer or an electronic terminal, which is an automated teller machine (ATM) or POS terminal, or by a preauthorized debit or credit processed electronically for the purpose of ordering, instructing or authorizing the Bank to debit or credit an Account. It includes all transfers resulting from SunTrust Banking Card or SunTrust Debit Card transactions, including those that do not involve an electronic terminal at the time of the transaction. The term does not include (i) balance inquiries or payments made by check, draft or similar paper instrument at an electronic terminal, or (ii) domestic wire transfers initiated from consumer accounts, or (iii) any transfer of funds initiated by telephone communication to us that does not take place under a telephone bill-payment or other written plan in which periodic or recurring transfers are contemplated.

**“Depositor”** within the context of this section means a natural person.

**“Card Qualifications.”** You must maintain an Account to obtain a SunTrust Banking Card or Debit Card. Use of the Card binds you or any other authorized person to the terms and conditions set forth in these rules and regulations.

**Primary Accounts.** If you maintain multiple Checking and Savings Accounts with ATM access, one checking and one savings must be designated as “Primary Accounts.” ATM “Fast Cash” transactions, Point-of-Sale (POS) terminal transactions, SunTrust Debit Card transactions, cash advances, or cash withdrawals from Checking at a non-SunTrust ATM will be posted to the Checking Account designated as Primary Account. Cash withdrawals from savings at a non-SunTrust ATM will be posted to the Savings Account designated as Primary Account.

**Electronic Terminal Receipts.** Generally, you will get a receipt at the time a transfer is made to or from your Account using an electronic terminal. However, for certain electronic funds transfers initiated outside the boundaries of any state, territory or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico (hereafter “foreign-initiated transfers”), you may not receive a receipt at the time of the transfer.

**Debit Card POS Purchases.** You may purchase and sign for goods and services with your Debit Card at POS terminals at merchants and other businesses that display the MasterCard® logo and have agreed to accept your Debit Card.

When you use your Card to make such a purchase or obtain

cash back, you authorize us to debit and pay monies from your designated checking account for the total amount of the transaction as shown on any sales draft or withdrawal order originated by use of your Card, regardless of whether it is signed by you. We will process these sales drafts or withdrawal orders in the same way we handle checks, with the exception that you will have no right to stop payment.

We may require the merchant or bank that honors your Card to obtain prior authorization for any transaction over a certain dollar amount, which is set at our discretion and may be changed.

We reserve the right to place a hold on your designated checking account, any of your other designated accounts, or your other accounts with us based on authorizations prior to settlement (that is, the actual posting of the transactions to the account). This could result in an overdraft if sufficient funds are not available in your designated account to cover both the hold and any transactions, including checks, posted to your designated account.

**Non-PIN Debit Card Hold Process.** When you use your debit card without your PIN, the merchant may request an authorization from us. If we approve the request, we immediately deduct the authorized amount from your available balance through a "debit card authorization hold." This debit card authorization hold remains on your account until we receive a final settlement request from the merchant or the expiration of three business days (which can be several calendar days), whichever occurs first. A "final settlement request" comes after the authorization request and is an instruction from the merchant to complete the transaction and deduct from your account the exact amount of your final purchase. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) estimate the authorization amount, which will result in a hold that may be less or greater than the exact amount of your final purchase. If we release a hold due to the expiration of three business days, your account will be debited if and when the transaction is presented for processing. Your available balance may appear larger than you might otherwise expect until the transaction is debited. This process could result in an overdraft if you do not have the required Available Balance to cover both the hold and any transactions, including checks, debited from your account.

It is your responsibility to avoid overdrawing your account by making sure that your account always contains sufficient available funds to cover all of your items.

**Third Party Money Service Transactions.** In the event you or a sender (meaning a person or business entity sending you a payment) use third party money transfer services to facilitate moving funds from a third party source to your Account, the third party may indicate the funds will be made available immediately. However, if the third party money transfer service does not send the funds in accordance with established guidelines provided by the payment networks or by Bank cut-off times, the funds availability may be subject to a delay.

**Preauthorized Credits (Social Security, Payroll, etc.).** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you may contact us to find out whether the transfer was made. (Refer to last page of this document for the telephone number and address of SunTrust Bank.)

**Preauthorized Electronic Funds Transfer.** Within the context of this section, this means an electronic funds transfer authorized in advance to recur at substantially regular intervals.

**Joint Liability.** All Depositors of the Primary Account(s) shall be jointly and severally liable for the transactions, including Credit

Card withdrawals, performed through the SunTrust Banking Card or SunTrust Debit Card.

**Periodic Statements.** You will receive a Savings Account statement monthly if there are external transfers in a particular month. If there are no external transfers, your Savings Account statement will be sent quarterly. You will receive monthly statements on your other deposit Accounts, excluding Time Deposits. However, certain foreign-initiated transfers may not be reflected on your periodic statements. For clarification or documentation of a foreign-initiated transfer, the procedures explained under “In Case of Errors or Questions About Electronic Transfers” apply and should be followed.

**Foreign Currency Conversion.** If you used your Card to make purchases or obtain cash in another country, your Account statement will reflect the transaction in U.S. dollars although the transaction was initiated in a different country. The exchange rate between the applicable card member associations transaction currency and the billing currency used by the applicable card member associations for processing such foreign transactions is either (a) a rate selected by the applicable card member associations from the range of rates available in wholesale currency markets for the applicable transaction processing date, which rate may vary from the rate applicable card member associations itself receives or (b) the government mandated rate in effect for the applicable transaction processing date, increased by up to three percent (3%). If a credit is subsequently given for a transaction, it will be decreased by up to three percent (3%). If the credit has a different transaction processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on the Account. The converted amount shall be provided in U.S. Dollars. You agree to accept the converted amount in U.S. Dollars.

**In Case of Errors or Questions About Electronic Transfers.** If you feel that any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us in writing or by telephone. (Refer to last page of this document for the telephone number and address of SunTrust Bank.) We must hear from you within **60 days** after we send you the **FIRST** statement on which the problem or error appeared. When you contact us,

- 1) Tell us your name and Account number. (Do not tell us your PIN number.)
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount and the item reference number of the suspected error.

If you notify us by telephone, we may require that you send us your complaint or question in writing within ten business days. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not provisionally credit your Account.

We will tell you the results of our investigation within ten business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate complaints or questions concerning Point Of Sales, SunTrust Debit Card transactions and foreign-initiated transfers, or up to 45 days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your Account within ten business days for POS/SunTrust Debit Card



transactions and foreign-initiated transfers, and other electronic transfers for the amount you think is in error. For errors that occur within the first 30 days an Account is open, we will provisionally credit your Account within 20 business days and we may take up to 90 days to investigate the error. You will have the use of the money during the time it takes us to complete the investigation.

We will provisionally credit your Account within ten business days from the date you provide us with written confirmation of the dispute for the amount of a SunTrust Debit Card transaction(s) you think is in error. Individual provisional credit amounts may be delayed or limited based on factors such as delay in reporting unauthorized use, investigation and verification of claim and account standing and history. Transaction at issue must be posted to your account before provisional credit may be issued.

If we decide no error occurred, we will send you a written explanation within three business days after our investigation is completed.

Please contact us at 1.800.447.8994 if you wish to request a copy of any documents that were used in decisioning your claim, have questions regarding our decision, and require additional information about our decision or to obtain a rebuttal form to reassert a denied Reg E error resolution claim.

### **Consumer Remittance Transfers to Non-U.S. Countries.**

You have a right to dispute errors in your remittance transfer transaction. If you think there is an error, contact us no later than 180 days after the disclosed date of availability of the remittance transfer at 1-800-447-8994. Note that in the event that you provide us with an incorrect account number or routing number for the recipient of the remittance transfer transaction or any intermediary bank, the remittance transfer funds may be misdirected. In such case, we may be unable to recover the funds and you may lose the funds.

You can cancel your non-U.S. remittance transfer for a full refund within 30 minutes of making payment for the transfer.

**Bank Business Days.** The Bank's business days are Monday through Friday. Saturdays, Sundays and holidays are not included, even if our offices are open.

**Account Information Disclosure.** We will disclose information to a third party about your Account or your transfers only if you have given us written permission to do so, or when it is necessary to complete transfers, verify the existence or status of your Account to a third party such as a credit bureau or merchant, or to comply with a court order or the request of a government agency.

**Bank's Liability for Failure to Make Transfers.** If we fail to complete a transfer to or from your Account on time, or in the correct amount(s), according to our agreement with you, we will be liable for any losses or damages you incur. However, some instances in which we would NOT be liable for your damages or losses are.

- 1) If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- 2) If the transfer would exceed the credit limit or your available balance on your overdraft protection account.
- 3) If the ATM where you make the transfer does not have enough cash.
- 4) If the Express Cash Travelers Cheque® dispenser where you make the transfer does not have enough travelers cheques.
- 5) If the electronic terminal was not working properly and you knew about the breakdown when the transaction was started.
- 6) If the electronic terminal fails to perform the transaction due

to a mechanical malfunction beyond our control or because the Card is damaged or unreadable.

- 7) If you had previously reported a lost or stolen Card or code or unauthorized transactions on your Account.
- 8) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions taken.
- 9) If the funds are subject to legal process or other encumbrance restricting the transfer.
- 10) If the funds transfer function of an online service or portal is not working properly and you knew or had been advised by us about the malfunction before you executed the transaction or you reasonably could have conducted the transfer through other available methods.
- 11) Other possible exceptions stated in our agreement(s) with you.

**Depositor's Liability.** You must tell us AT ONCE if the electronic terminal access card or code (PIN), Preauthorized Telephone Funds Transfer code, or any other password or code required to access an Account has been lost or stolen.

Telephoning is the best way of minimizing possible losses. Failure to notify us could result in the loss of all of the money in your Account plus the maximum line of credit, if you have one. If you tell us within two business days, the loss sustained by you will be no more than \$50 if someone used the Card or code without your permission.

If you do NOT tell us within two business days after learning of the loss or theft of the electronic terminal access card or code, or Preauthorized Telephone Funds Transfer code or other password or code, and we can prove that we could have prevented someone from using the card or code without your permission had we been notified, you could lose as much as \$500.

If your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if we can prove that we could have prevented the loss had you told us in time.

We will extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying us.

**To Report Unauthorized Transactions or Lost or Stolen Card or Code.** If you believe the electronic terminal access card or code, Preauthorized Telephone Funds Transfer code, or other password or code required to access an Account has been lost or stolen or that someone has transferred or may transfer money from your Account without permission, call us at once. To report a lost or stolen SunTrust Banking Card or **SunTrust Debit Card call 1-800-532-4343.**

**Account Access.** If authorized by us, you may use the electronic terminal access card to:

- 1) Withdraw cash from or make deposits to your Checking, Savings or Money Market Accounts, if accessible by the Card, at ATMs.
- 2) Transfer funds between Accounts upon request, if accessible by the Card, at selected ATMs.
- 3) Make payments or refunds for purchases from your Checking Account, if accessible by the Card, at selected ATMs, POS terminals or authorized retailers.

You may use your Preauthorized Telephone Funds Transfer code to transfer funds between your Accounts by telephone upon request.

**Note:** You may use the electronic terminal access card to make balance inquiries on your Account(s) and make payments by enclosing a check and payment coupon. However, this disclosure does NOT apply to such transactions.

**Disputes Regarding Quality of Goods or Services.** Disputes regarding the quality goods or services received from a merchant are not considered an electronic funds transfer error or unauthorized transaction. Therefore, we may pursue such a claim on your behalf only as a **courtesy**. We may attempt to recover your money with the merchant's bank, but we do not guarantee the outcome of the claim. These types of claims can take an extended period of time for a conclusion. If a recovery is made, we will credit your Account for the amount recovered.

**Usage Limitations.** You may use your SunTrust Debit Card to pay for purchases over the internet, excluding internet gambling merchant purchases, or at merchant locations. Refer to the Bank's fee schedule for the daily ATM withdrawal and POS purchase limits for each type of Card. For purposes of Card transactions, a day is defined as 4:00 p.m. to 4:00 p.m. Eastern time the following day.

You may also use the electronic terminal access card to make payments at POS terminals.

There is no daily limit on the number of ATM deposits, transfers, payments, balance inquiries or POS payments or refunds. You are limited to six preauthorized, telephone, or on-line transfers to your other SunTrust Bank accounts or to third parties from your Savings per month, or Money Market Accounts per statement period.

**Payments and Transfers.** There may be up to a two-business day delay in processing of payments and transfers made through an ATM.

**Processing of ATM Transactions.** ATM withdrawals are processed throughout the business day and may be posted to your Account on the business day following the date of transaction.

**Refunds of Purchases.** Any refund for purchases made with your SunTrust Debit Card will only be processed as a credit to your Account, even if the refunded transaction was funded by an overdraft protection transfer.

**Revocation of Card Privileges.** A specific card is issued for each account type and if your Primary Account is closed, your Card will be canceled automatically. You agree not to use an expired, revoked or otherwise invalid Card. Transactions initiated with invalid Cards will be debited or credited in our discretion. You will be responsible for all ATM or Card transactions even if your Account is closed or your Card is cancelled. If necessary, you can be requested to return your Card, or it can be retained at an ATM or POS terminal.

**Charges for Transfers and Payments.** You may be assessed a fee for certain transactions. We will not charge any special fees for preauthorized debits other than normal Bank fees for the applicable Accounts. Preauthorized debits from your Savings Account will be treated as standard withdrawals, subject to charges for excessive withdrawals made monthly; preauthorized debits from your other Accounts will be treated like checks, subject to fees applied to those types of Accounts. Refer to the Bank's fee schedule for specific fee information.

ATMs owned by non-SunTrust institutions may also add a surcharge to the amount of the withdrawal or charge a fee for a balance inquiry even if the transfer or withdrawal is not completed.

If you do NOT use an electronic terminal, preauthorized telephone funds transfers or preauthorized debits, the following disclosure information does not apply.

**Stop Payments.** If you have told us in advance to make regular payments (preauthorized debits) out of your Account, payments on any of these items can be stopped. Call or write us in time for us to receive the request three business days or more before the payment is scheduled to be made. If you call, we may also require the request be confirmed in writing and received by us within 14 days after the call. (Refer to last page of this document for the telephone number and address of SunTrust Bank.) To place a stop payment order on an one-time ACH debit, we may require you to provide your name and telephone number, the type of account (checking or savings), and the exact company name used by the sender of the ACH debit. You can obtain the company name used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your account. If you do not know the amount of the ACH debit, we may still be able to place the stop payment order based on the company name of the sender, but this may stop all ACH items from this sender. If you give us the wrong company name or if the sender changes the company name, we may pay the item. To place a stop payment on other preauthorized (recurring) transactions, you must give us the identifying information we request. You may be able to give us a specific expiration date for certain stop payment orders if you choose to do so. You must notify the payee that you have withdrawn your authorization for any preauthorized (recurring) transaction. Charges for stop payment orders are shown in the Bank's fee schedule.

You are not permitted to place a stop payment on an ATM or Debit Card point-of-sale transaction or a transaction that you initiate by check, which a merchant converts to an electronic transfer at the point of sale.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to receive this type of notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment.** If your order us to stop a preauthorized payment three business days or more before the transfer is scheduled, and you have given us all of the information we requested, and we do not stop the payment, we will be liable for your losses or damages directly caused by our failure to stop the payment.

## COMMERCIAL FUNDS TRANSFERS

The following rules and regulations apply to payment orders, including Automated Clearing House (ACH) credits and debits, payments received through The Real-Time Payment System operated by The Clearing House Payments Company L.L.C., wire transfers, and other payment orders made or received by commercial depositors, which are not covered by the Electronic Fund Transfer Act as implemented by Regulation E.

**Provisional Payment.** Upon receipt of an ACH credit, or electronic, oral or written instruction for payment, we will give you provisional credit until we receive final settlement through a Federal Reserve Bank, funds transfer system, or otherwise receive payment. If we do not receive final settlement or payment, you agree to refund to us the amount provisionally credited to your Account and the party initiating the credit to you shall be deemed not to have paid you.

**Notice of Receipt of Incoming Payments,** ACH payments, incoming wire transfers, and other payment orders received into your Account will be shown on your statement; therefore, we will not give you next day notice of receipt of such items.

**Choice of Law.** Your rights and obligations concerning payments to or transfers from your Account are subject to the rules as adopted and amended from time to time by the funds transfer system used to transmit the payment. We may use any of several different funds transfer systems. The systems and their corresponding rules and regulations include, but are not limited to: Automated Clearing House - operating rules of NACHA, Real-Time Payments System - Real-Time Payments Operating Rules, and Fedwire - Federal Regulation J and applicable Federal Reserve Bank Operating Circulars.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, WRITE OR CALL US AT:**

Attention: Fraud Assistance Center Orlando  
Mail Code: FL-Orlando-9118  
SunTrust Bank  
Post Office Box 607039  
Orlando, FL 32860-7039  
Telephone: 1-800-447-8994

**If you believe an ACH debit to your Account is erroneous or fraudulent, you must notify us immediately and in a time and manner that reasonably allows us to attempt to return the transaction before the applicable deadline set forth in the operating rules of NACHA (which in some cases is as short as one or two business days following the date the debit posts to your Account). We will use good faith efforts to return the entry, but will have no liability to you in the event our attempts to return the entry are unsuccessful. If you do not notify us of the error within the required timeframe, we may not be successful in returning the entry and we will not recredit your Account unless we are otherwise required to do so under the operating rules of NACHA or applicable law.**

**FOR ADDITIONAL INFORMATION OR FOR QUESTIONS CONCERNING YOUR ACCOUNT:**

Telephone: 1-800-SunTrust or 1-800-786-8787

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